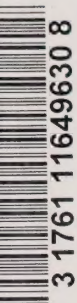


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**ROYAL COMMISSION**  
**INQUIRY INTO LABOUR DISPUTES**

523

**HEARINGS HELD AT**  
**PORT ARTHUR**

**VOL. NO.**

**DATE**

27

April 24, 1957

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**TELEPHONE 363-3111**







IN THE MATTER OF The Public  
Inquiries Act, R.S.O., 1960,  
Ch. 323

- and -

IN THE MATTER OF an Inquiry  
Into Labour Disputes

BEFORE:

The Honourable Ivan C. Rand,  
Commissioner, at The Court  
House, Port Arthur, Ontario,  
on Monday, April 24th, 1967.

E. Marshall Pollock

Counsel for the Commission

APPEARANCES:

W.A. Boyd, Chairman	)	Lakehead Builders
Labour Relations	)	
	)	Exchange
Hugh Craig, President	)	

J.G. Pesheau,	)	Northern Ontario
Secretary-Treasurer	)	
	)	District Council of
A. Mior, President	)	
	)	Lumber and Sawmill
	)	
	)	Workers Union

Norman L. Mathews Q.C.	)	Caland Ore Company
	)	
Peter P. Ribotto	)	of Canada Limited
Vice-President	)	
	)	
E.W. Whitman	)	

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Port Arthur, Ontario

Monday, April 24th, 1967

---On commencing at 10:00 a.m.

MR. POLLOCK: This is a resumption of the Public Hearings of the Royal Commission Inquiry into Labour Disputes sitting in Port Arthur.

The first appearance this morning will be the Lakehead Builders Exchange, W.A. Boyd, Labour Relations Chairman.

MR. BOYD: I am Mr. Boyd and this is Mr. Craig, President of the Lakehead Builders Exchange.

MR. POLLOCK: I can tell you that both the Commissioner and I have read your brief with some interest and the manner of presentation is up to yourself. If you want to go through the points, and we can discuss them as they arise, or if you want to make any other remarks, feel free to do so.

MR. BOYD: I just wanted to ask if, first of all, you wanted me to read the brief, or would that be necessary?

MR. POLLOCK: It is a short one. We have both read it. Perhaps you can read it and we can talk about some of the things in it.

MR. BOYD: The Lakehead Builders Exchange is comprised of general and trade





1 contractors and manufacturers and building  
2 suppliers forming the majority of such  
3 businesses at the Lakehead Cities. The  
4 membership totals approximate/125.

5 Among the purposes and objects  
6 of the Lakehead Builders Exchange are:

- 7 1. To foster and advance the interest of  
8 those who are engaged in or who are  
9 directly or indirectly connected with  
10 or affected by the direction or  
11 construction of buildings in the District  
12 of Thunder Bay, and
- 13 2. To promote suitable and desirable  
14 regulations affecting the industry in all  
15 its branches and to propose or support  
16 as the case may be any contemplated  
17 regulations by municipal, provincial  
18 or other authorities insofar as the same  
19 may affect the construction industry, and
- 20 3. To do all such things as directly or  
21 indirectly may seem to be incidental,  
22 conducive, convenient or proper for the  
23 accomplishment of the purposes, or  
24 attainment of the objectives of the  
25 corporation, or any of them, or expedient  
26 for the production, or benefit of the  
27 corporation or its members.

28 The construction industry across  
29 the province is voicing dissatisfaction because  
30 of the upheaval created by strikes and lockouts





1 and unreasonable demands of labour unions.  
2 Protection to the industry in respect to illegal  
3 work stoppages, picketing, jurisdictional  
4 disputes, etc. has been diminishing.

5 We agree with the Ontario  
6 Federation of Construction Associations in  
7 its appeal to the Ontario premier and cabinet  
8 that there can be as many as 25 to 50 sub-trades  
9 and suppliers working on a project, and many  
10 times a dispute arising between the contractor  
11 and a particular craft union can inordinately  
12 affect and shut down the total construction  
13 project.

14 The members of the Lakehead  
15 Builders Exchange unalterably opposed to any  
16 change in the existing practice in the issuance  
17 of injunctions as they affect the construction  
18 industry particularly in view of the lack of  
19 enforcement procedures as they presently exist  
20 within the Labour Relations Act.

21 We are against the current  
22 campaign by union interests to remove the right  
23 of an employer to obtain an injunction from  
24 courts, to limit the number of pickets and  
25 regulate their conduct. We also oppose any  
26 move which would transfer the responsibility  
27 of issuing injunctions from the court to any  
28 administrative tribunal.

29 We maintain that both employer  
30 and employee must be urged to conclude their





1 differences in a way that will not prejudice  
2 the rights and property of private citizens.

3 An attempt should be made to  
4 establish an orderly process that would  
5 eliminate the inherently haphazard, disorderly  
6 and opportunist methods of collective bargaining  
7 which have begun to prove unreliable.

8 This is respectfully submitted.

9 With your permission, Honourable  
10 Sir, I would just like to add a few comments  
11 to our submission. You no doubt have been  
12 made aware of a good many problems in the  
13 construction industry through representations  
14 made to you by various bodies across the  
15 province such as the Ontario Federation of  
16 Construction Associations, but I would like  
17 to emphasize that the Lakehead Builders  
18 Exchange is most concerned about the inroads  
19 being made in recent years by the craft unions  
20 in the field of what has been historically  
21 known as managements rights and responsibilities.  
22 The private enterprise system has been one of  
23 our basic strengths in this country and any  
24 deterioration of this, we feel, is bound to  
25 have a detrimental effect on our society.

26 For example, one of the main  
27 sources of friction between Management and  
28 Labour is that of jurisdiction of work. The  
29 jurisdiction claimed by the various craft  
30 unions in many cases either overlaps or is



1 worded in such a general manner as not to be  
2 clear and distinct. In the case of these  
3 disputes, they are usually referred to the  
4 National Joint Board for Settlement of  
5 Jurisdictional Disputes in Washington, D.C.,  
6 for a ruling. We contend that we should have  
7 such a Board in Canada, on which Board  
8 Management should also have representation,  
9 and whose decision would be final insofar  
10 as Canadian disputes are concerned.

11 In closing, may I say that we  
12 would be pleased to answer, to the best of  
13 our ability, any questions you may wish to  
14 ask with respect to our submission.

15 Thank you.

16 MR. POLLOCK: Thank you, Mr. Boyd.  
17 Dealing first with the last point: What  
18 difference does it make to management who  
19 decides the jurisdictional dispute or where  
20 it is decided, so long as it is decided?

21 MR. BOYD: Well, we are finding,  
22 from time to time, when these disputes come  
23 up, particularly if it is a dispute between what  
24 we would know as a labour union versus a craft  
25 union, that inevitably, the answer that comes  
26 out is in favour of the craft union, and of  
27 course all this does is build the expense up.  
28 The craft unions are naturally paid more  
29 than what the labour unions are.

30 MR. POLLOCK: It is a money item





1 that you are concerned with?

2 MR. BOYD: Right.

3 MR. POLLOCK: What is the  
4 differential between somebody who would be  
5 doing a job in an industrial union and  
6 somebody who would do the job on the plant  
7 site?

8 MR. BOYD: It could be as  
9 high as a dollar an hour. We have an  
10 example now at the Lakehead where the  
11 carpenters are claiming jurisdiction over  
12 the erection and dismantling of scaffolds  
13 arounds buildings. Over the years the Hod  
14 Carriers Union, which is a labour union, has  
15 been pretty well doing this work at the  
16 Lakehead. Now, all of a sudden the carpenters  
17 are claiming jurisdiction over this. In this  
18 particular case it would mean as high as a  
19 dollar an hour difference in cost.

20 MR. POLLOCK: You are making  
21 your distinction between labourers' unions  
22 as opposed to craft unions and not between  
23 industrial unions as opposed to craft unions?

24 MR. BOYD: No, we are dealing  
25 specifically with the construction industry.

26 MR. POLLOCK: So you are not  
27 talking about fabrication off the site?

28 MR. BOYD: No.

29 MR. POLLOCK: You are talking  
30 about work that is done on the site, rough work





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1 that could be done conceivably by rough work  
2 carpenters or by labourers?

3 MR. BOYD: Yes.

4 MR. POLLOCK: One of the points  
5 made in your brief is that an attempt should  
6 be made to establish an orderly process that  
7 would eliminate the inherently haphazard,  
8 disorderly and opportunists' methods of collective  
9 bargaining. I wonder if you have any  
10 suggestion as to what type of orderly process  
11 could be established?

12 MR. BOYD: Perhaps Mr. Craig  
13 could comment on that.

14 MR. CRAIG: The question is very  
15 general and very broad. We are simply  
16 expressing a general dissatisfaction over  
17 the confusion that exists in so many areas.  
18 Mr. Boyd just brought up the point of attempting  
19 to answer your question with regard to jurisdiction -  
20 al disputes. Well, in many a grievance I  
21 have sat on many a negotiating team and the  
22 union will set up a list of items of work  
23 which they consider should be in their  
24 jurisdiction, knowing full well, very often,  
25 that some of these items are already included  
26 in other unions' agreements in regard to  
27 jurisdiction of their work and they will  
28 insert this thing, the management group will  
29 go along with it because they feel it is not  
30 a money item, it is an easy matter to dispose



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1 of and then all of a sudden it is down in  
2 black and white in the agreement. Maybe  
3 sometime later this thing will arise. It  
4 might never arise but when it does, it can't  
5 be very troublesome. This is one small point.  
6 Where we are running into trouble with  
7 jurisdiction, this business of scaffolding  
8 is an example which I think goes back to the  
9 days when carpenters, scaffolding was all  
10 made out of lumber, wood, et cetera. Now,  
11 scaffolding is made of component parts,  
12 factory made, and now there is an argument.  
13 This thing has not been brought up to date  
14 and placed in its proper area.

15 On little points like this,  
16 I suppose, we could be here for a month  
17 going over them. We could take any agreements  
18 you wish to look at or any set of agreements  
19 and look at many small points of confusion.

20 MR. POLLOCK: But if your  
21 quarrel is on the job site, that is, between  
22 a lower skilled union and a higher skilled  
23 union, surely your remedy is to limit the  
24 terms of your collective agreement. I  
25 appreciate that may be more difficult than it  
26 is to say, but it is really not the same  
27 type of jurisdictional dispute that has  
28 caused - when you talk about off-site, prefabrication  
29 and on-site work, or between two craft unions  
30 that are dealing with the same type of project, at





1 the same time.

2 MR. CRAIG: No, there could be  
3 many variations and subtlties in these things.  
4 Our experience has been, and I am sure everyone  
5 else's has been that once anything is written  
6 into an agreement, it is almost impossible  
7 to change it. It is impossible. The unions  
8 will never back down an inch even though they  
9 are offered something else in exchange. Once  
10 it is there, it is there to stay.

11 MR. POLLOCK: In your negotiations,  
12 do you have group negotiations with all the  
13 unions and construction unions?

14 MR. CRAIG: Yes.

15 MR. POLLOCK: Where you hammer  
16 out a basic agreement for the whole area?

17 MR. CRAIG: Trade by trade.

18 MR. BOYD: It would be  
19 singly. We are making an attempt, with the  
20 craft unions, to get them together to negotiate  
21 all at one time and come up with a basic  
22 agreement where you don't have specific  
23 side issues involved and we can all work with  
24 them, but this is strictly in the process  
25 right now. We have not been able to obtain  
26 that as yet.

27 MR. POLLOCK: What about the  
28 problems that are encountered with strikes  
29 on any particular project which involves  
30 several craft unions all signing different





1 agreements and you have one union, for example,  
2 let us assume it is the plasterers' union,  
3 that is, the certified bargaining agent for  
4 a certain group of carpenters with a sub-  
5 contractor and they are in a timely labour  
6 dispute, that is, they have waited a period  
7 of time and are now on strike and they  
8 picket the premises. But, of course, as  
9 sometimes occurs, everybody doesn't cross  
10 the picket line and the whole job site  
11 closes. Now, there is obviously a conflict  
12 there between the rights of these plasterers  
13 to demonstrate the fact that they are on  
14 strike and the fact that these other contractors  
15 are not crossing the picket line. How do  
16 you suggest that that situation be resolved?

17 MR. BOYD: Well, this is a  
18 very timely point that you happen to bring  
19 up at this time. It so happens, here at the  
20 Lakehead, that this morning we have a painters'  
21 strike on our hands.

22 MR. CRAIG: If you came in  
23 the other door, you would have seen them on  
24 the other side.

25 MR. BOYD: They are picketing  
26 at the hospital over there.

27 MR. POLLOCK: We saw somebody  
28 picketing on the way in from the airport  
29 this morning.

30 MR. BOYD: The painters.



1                               MR. POLLOCK:    It was pretty  
2       lonely; there wasn't anybody there but this  
3       picket.

4                               MR. BOYD:     That is exactly  
5       what has happened.   For instance, on the  
6       industrial or commercial jobs whether or not  
7       the painters happen to be working on this  
8       job or are in the process of completing that  
9       work, they picket this job.   We have a prize  
10      example; our own firm has an A & P project  
11      going up on Arthur Street.   You probably  
12      noticed that on the way in from the airport,  
13      and the painters are picketing that this morning  
14      even although they didn't have any painters  
15      on the project prior to this morning.   But  
16      they are picketing this project and the other  
17      trades, of course, are recognizing the picket  
18      line and won't cross it.

19                            Now, this is one of our real  
20      problem areas.   Do they have the right to  
21      picket a job where they didn't have men on  
22      the job immediately prior to the strike?  
23      Our only legal right at the present moment,  
24      in a case like this, is to take it to court  
25      for a court injunction.

26                            THE COMMISSIONER:   What is  
27      their position in relation to this work now?  
28      Are they on strike?

29                            MR. BOYD:     They are on strike.

30                            THE COMMISSIONER:   Had they





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1 worked at all?

2 MR. BOYD: On this project?

3 THE COMMISSIONER: Yes.

4 MR. BOYD: Yes, they had but  
5 two or three days prior to the strike, they  
6 didn't have any painters on the job.

7 THE COMMISSIONER: But they  
8 were there a few days?

9 MR. BOYD: They had done  
10 previous work there, yes, and there were other  
11 trades that were completing their work.

12 THE COMMISSIONER: What is  
13 the subject of the strike, the issue?

14 MR. BOYD: The main issue  
15 is money. We have offered them 60 cents an  
16 hour over a one year period and they are  
17 asking for 75 and they have turned it down.  
18 It is a legal strike insofar as they have  
19 gone through the processes and waited the  
20 proper time and so forth.

21 MR. POLLOCK: At this particular  
22 project they had people painting and then had  
23 a lapse of a couple of days and then the strike  
24 came on?

25 MR. BOYD: Right.

26 MR. POLLOCK: I assume, though,  
27 when they settle it, if it is settled, they  
28 will be going back and doing some other  
29 painting?

30 MR. BOYD: Yes, that would be



1 correct.

2 MR. POLLOCK: So the two-day  
3 period was just a gap, it is not the termination  
4 of their work?

5 MR. BOYD: That is correct.

6 THE COMMISSIONER: When was  
7 the contract made with them?

8 MR. BOYD: With the painting  
9 contractor?

10 THE COMMISSIONER: Yes.

11 MR. BOYD: That would have been  
12 made, I imagine, at least a couple of months  
13 ago. Are you referring to the agreement with  
14 the Builders Exchange?

15 THE COMMISSIONER: No, the  
16 agreement that provides for the painting.

17 MR. BOYD: That is with the  
18 general contractor on that particular job.  
19 That would have been made a couple of months  
20 ago.

21 MR. POLLOCK: The general  
22 contract was let two months ago?

23 MR. BOYD: Right.

24 MR. POLLOCK: And these painters  
25 are employees of some painting sub-contractor?

26 MR. BOYD: Right, but this  
27 area comes up invariably when we have these  
28 strikes that when and when do they not have  
29 a right to strike a particular premise? Now,  
30 we have seen on occasion where they will strike





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1 even before the painting work has come up.  
2 Do they have the right to strike at this point?

3 MR. POLLOCK: What about the  
4 other trade contracts? Is there anything  
5 provided in them with respect to crossing  
6 picket lines or refusing to cross picket lines?

7 MR. BOYD: In most contracts  
8 it says that the management cannot force them  
9 to cross a picket line.

10 MR. CRAIG: This is pretty  
11 general now.

12 MR. POLLOCK: So if you follow  
13 the strict interpretation of the contracts  
14 these people are on a lawful strike, they  
15 are entitled to picket. The contracts of  
16 the other people provide that they can if they  
17 want to respect the picket lines, so they  
18 are doing everything that is probably lawful  
19 in these circumstances.

20 MR. BOYD: Yes.

21 MR. POLLOCK: And because the  
22 contracts provide that they are not required  
23 to cross picket lines, the employer, the  
24 individual sub-contractor, doesn't have any  
25 remedy against those employees.

26 MR. BOYD: The question I  
27 wanted to ask is, when do they and when do  
28 they not, the union, have the right to picket  
29 a particular project? Do they have the right  
30 to picket just because there is going to be



1 painting work here? Let us suppose there  
2 wasn't any painting work; would they have  
3 the right to picket?

4 MR. POLLOCK: You are looking  
5 for answers. I don't think we can answer  
6 that question.

7 MR. BOYD: And as far as  
8 we know, the only way we know of to get them  
9 off the site is through a court injunction.

10 MR. POLLOCK: I suppose you  
11 could provide in anticipation of this type  
12 of activity, which I don't think comes as  
13 a surprise to anybody, this involves labour  
14 relations in your collective agreement for  
15 this type of a problem, at least so far as  
16 the other trades are concerned and their  
17 respect of the picket line. It might cost  
18 you a lot of money to include it in your  
19 contract, but it is a possibility as far  
20 as negotiations are concerned.

21 Another question I have with  
22 relation to peculiarities in the construction  
23 industry relates to the appropriateness of  
24 the certification process in respect of the  
25 timeliness, the delays that occur in getting  
26 a certification process through the administrative  
27 stages of the Labour Relations Act and the fact  
28 that a particular project may be two or three  
29 days in duration and the construction unions,  
30 in opposition to this type of delay, which they





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1 say involves an almost complete denial of any  
2 of their collective bargaining rights because  
3 it takes so long that by the time they get  
4 organized the job is over, they say "We ought  
5 to be able to picket these plants to achieve  
6 recognition from the employer, the contractor".  
7 What do you say about that?

8 MR. BOYD: You would be  
9 referring here to a new job where a particular  
10 union does not have jurisdiction at the moment?

11 MR. POLLOCK: Well a new  
12 job wherethis particular union doesn't have  
13 an agreement with the contractor.

14 MR. BOYD: With the contractor  
15 himself?

16 MR. POLLOCK: Yes. I don't  
17 know whether it is the policy of your jurisdiction  
18 to have all the contracts made with the  
19 Lakehead Builders Exchange and if so, do you  
20 represent all the contractors in the area?

21 MR. BOYD: We try to get as  
22 many contracts through the Builders Exchange  
23 as we possibly can but there are other contractors  
24 who do not belong to the Exchange and,  
25 therefore, we do not represent them.

26 MR. CRAIG: We have not a  
27 complete package, we have two or three still  
28 on the outskirts.

29 MR. POLLOCK: So the aim,  
30 of course, is to have some sort of an employer



1 organization bargaining with a trade union  
2 organization?

3 MR. CRAIG: Yes, allowing  
4 for the individual variations in agreement  
5 by agreement within the trades themselves.  
6 But, generally speaking, we have been trying  
7 to bring everybody in to have a general  
8 acceptance by the Lakehead Builders Exchange;  
9 in other words, we ratify each agreement but  
10 we don't, as an Exchange, go into it point  
11 by point. We leave that to the trades  
12 involved.

13 MR. POLLOCK: With whom do  
14 the trades deal?

15 MR. CRAIG: With their  
16 particular union.

17 MR. POLLOCK: But whom does  
18 the union deal with as far as negotiating  
19 actual terms of hours and so forth?

20 MR. CRAIG: A division of  
21 the Exchange, for instance, the mechanical  
22 contractors will have a division, the  
23 electrical people have a division, the painters' a  
24 division, et cetera.

25 MR. POLLOCK: So in negotiating  
26 this master agreement, it covers all the  
27 geographical area of Port Arthur and Fort  
28 William?

29 MR. CRAIG: Yes, it is not a  
30 master agreement: It is an agreement among our





1 members and the union to have all the parties  
2 involved sign it. There has been no attempt -  
3 there has been an attempt made to have a  
4 master agreement but because of the complications  
5 trade-by-trade, we don't feel we can.

6 MR. POLLOCK: The effect of  
7 this is that all the painters - maybe that is  
8 an inappropriate example - but all the painters  
9 that work in this area are working at the  
10 same rate for whatever construction job they  
11 happen to be working on and the same thing  
12 for carpenters, the carpenters' rate, and  
13 the same thing for plumbers, a plumbers' rate.  
14 So every time a project comes up there don't  
15 have to be new negotiations to determine what  
16 rate these people will get on this particular  
17 job?

18 MR. CRAIG: Right. The only  
19 time that happens here is when a new contractor  
20 comes to town or comes into the area, someone  
21 who was not party to the last agreement signed.

22 MR. POLLOCK: You don't have  
23 too many difficulties, I guess, with the  
24 certification?

25 MR. CRAIG: The question is  
26 very difficult for us to answer because we  
27 don't have too much experience with them.

28 MR. POLLOCK: You are  
29 probably blessing yourself for that lack of  
30 experience. What about going further into the



1 differences between the ordinary industrial,  
2 as opposed to construction bargaining situation.  
3 When you get an agreement, what do you do  
4 about grievance procedure? In a plant, of  
5 course, the grievance procedure, although it  
6 may take some months, eventually comes to an  
7 end and there is some determination during  
8 the currency of the employment status. What  
9 about on a construction site where there is  
10 a grievance?

11 MR. BOYD: Well, we have  
12 grievance procedures outlined in most of  
13 our agreements; in other words, most cases  
14 spelled right out to the start of the grievance  
15 itself where the steward on the job knows who  
16 he would go to with his grievance. If there is  
17 a man in charge of the job, he would go there.  
18 If he doesn't get any satisfaction there, he  
19 also has the right to go to the employer himself  
20 and not receiving any satisfaction there, we  
21 have in most cases, an advisory board at the  
22 Lakehead Builders Exchange level where this  
23 board would be made up of, let us say, two  
24 members of the Exchange and two members of  
25 the particular union involved and then if they  
26 don't settle it, it goes through the normal  
27 arbitration proceedings. The set-up is  
28 all there.

29 MR. POLLOCK: How long does  
30 that take?





1 MR. BOYD: In most cases I  
2 think there is no more than a seven-day waiting  
3 period; in other words, when it comes to the  
4 advisory committee they have seven days maximum  
5 to come down with a decision, either they do  
6 or they don't.

7 MR. POLLOCK: But from the  
8 start of the problem on the job to the final  
9 resolution by arbitration, how long would  
10 that take?

11 MR. BOYD: Well, depending  
12 on the arbitration proceedings, that would  
13 be the key right there. From the time it  
14 starts on the job perhaps until it goes  
15 through the advisory should not be more than  
16 two weeks, but then who would know how long  
17 arbitration would take?

18 MR. POLLOCK: What happens  
19 in those circumstances which are difficult to  
20 imagine where the particular portion of the  
21 project with which the employee is concerned  
22 is completed before his grievance procedure  
23 gets finished?

24 MR. BOYD: Well, most of them  
25 would have to take their chances on that. Most  
26 agreements here locally have a clause in them  
27 where there would be no stoppage of work as  
28 long as this grievance is going through the  
29 procedure as set out so, until such time if  
30 it necessarily goes right through arbitration



1 then they do not have a right to strike until  
2 all the mechanics of arbitration have gone  
3 through.

4 MR. POLLOCK: They would not  
5 have the right to strike anyway because your  
6 collective agreement prevents this.

7 MR. BOYD: They don't have  
8 the right but they often do it.

9 MR. CRAIG: Earlier, sir, your  
10 first question dealt with our objections to  
11 rulings between the trades going to an  
12 international tribunal and I think we made the  
13 point that, generally speaking, we should  
14 have Canadian autonomy for Canadian problems  
15 without going to a foreign country for them.  
16 That is a small point I would like to include  
17 in our answer.

18 MR. POLLOCK: Well, you can  
19 certainly provide for the Labour Relations  
20 Board to settle your jurisdictional problems  
21 by just not including in your collective  
22 agreement any reference to the Joint Board  
23 in Washington, what is it, section 16?

24 MR. BOYD: I don't know it  
25 that well.

26 MR. POLLOCK: 66 comes into  
27 operation.

28 MR. BOYD: Section 66 of  
29 the Labour Relations Act?

30 MR. POLLOCK: Yes. From your





1 experience with these jurisdictional disputes,  
2 what methods of resolution do you propose  
3 that any type of tribunal use - historical?  
4 Are there any other kind of bases to allot  
5 the type of work between two or three or  
6 four conflicting parties?

7 MR. BOYD: To answer that  
8 in essence I would say there are two factors  
9 you should take into consideration, first of  
10 all historical and, secondly, the requirement  
11 of the particular dispute. For example, in  
12 the erection of scaffolds in the carpenters'  
13 agreement with the Exchange, we have an  
14 area of jurisdiction and it is very, very  
15 loose but, basically it says, "A carpenter  
16 shall do the work where the skill and brains  
17 of the carpenter is required". Well, we  
18 suggest, for example, that in the erection  
19 of a scaffold they are not required, so why,  
20 therefore, should they have the right to erect  
21 that?

22 THE COMMISSIONER: I suppose  
23 in the early days scaffolding was a necessary  
24 part of the woodwork?

25 MR. BOYD: Right.

26 THE COMMISSIONER: And I guess  
27 anything of that nature belonged to the  
28 carpenters and they probably think now it  
29 should still remain with them. I don't think  
30 it would require any imagination to take down



1 a metal frame.

2 MR. BOYD: No, it is so  
3 designed and made so simple that it goes  
4 together very, very easily.

5 MR. CRAIG: If I could add  
6 a piece to that, I believe it is unfair that  
7 the innocent third party to wit the general  
8 contractor or the owner of a building should  
9 be subjected to penalties of any kind because  
10 of such a jurisdictional dispute.

11 MR. POLLOCK: Well, he is  
12 not really completely innocent because he  
13 had it within his power theoretically, in  
14 any event, to allocate particular work to  
15 particular people when he was letting the  
16 sub-contracts. So that as far as the  
17 scaffolding is concerned, the carpenters  
18 will do that and so far as this type of work  
19 is concerned, the acoustic tile and the ceiling,  
20 the plasterers will do that.

21 MR. CRAIG: Theoretically but,  
22 as you know, in practice, these things often  
23 become very complicated and it just doesn't  
24 work out that way.

25 MR. POLLOCK: Is there any  
26 type of jurisprudence that is developing as  
27 a result of these jurisdictional disputes  
28 as to who is entitled to do what?

29 MR. CRAIG: No. Here again this  
30 is an area where up until now we have not had





1 much trouble but it is beginning to appear and  
2 we are concerned with more of it appearing.

3 MR. POLLOCK: Have you  
4 attempted in your province-wide organization  
5 to meet with the various craft unions in  
6 the province to try and divide up these  
7 jurisdictions for all time?

8 MR. CRAIG: Yes, we have  
9 discussed it and there are plans underway  
10 but nothing much has come of it. I believe  
11 that this is the area where these things  
12 should be straightened out. They should  
13 be straightened out by the unions themselves  
14 and this is why I say I don't think it is  
15 fair that such things as this that are really  
16 the problems of the unions, that are of their  
17 own making, things that weren't read into  
18 the agreement, they should settle them without  
19 injuring the third party.

20 THE COMMISSIONER: Supposing  
21 you have a stone or a brick building, and  
22 you have a similar structure of steel, who  
23 puts that up? Is the dispute over that, say,  
24 too?

25 MR. BOYD: In the steel?

26 MR. POLLOCK: The false work.

27 MR. BOYD: The carpenters are  
28 claiming jurisdiction over the scaffolding.

29 THE COMMISSIONER: Who has  
30 done it up til now?



1 MR. CRAIG: The trade  
2 involved. It might be a plumber putting a  
3 pipe up above, it might be an electrician  
4 stringing some wire up above or a painter.

5 THE COMMISSIONER: You don't  
6 have any real work for carpenters until the  
7 inside is ready for them.

8 MR. BOYD: That is right.  
9 Locally the labourers and the hod carriers'  
10 union have been doing this work.

11 THE COMMISSIONER: Of course,  
12 in a wooden building this was incidental  
13 to that work.

14 MR. CRAIG: Right.

15 THE COMMISSIONER: Here it is  
16 not incidental to a wooden building.

17 MR. BOYD: No, it is not.

18 THE COMMISSIONER: It is  
19 incidental to some other building?

20 MR. CRAIG: That is right, it  
21 is incidental to the plumbing, it is incidental  
22 to the particular trade.

23 THE COMMISSIONER: Masonry  
24 or bricklaying.

25 MR. BOYD: The particular  
26 dispute that we have on now is in connection  
27 with a hospital addition in Fort William, which  
28 is all masonry and steel. We have a grievance  
29 presently in the mill with regard to an  
30 addition that is going on to a hospital in



1 Fort William and here they are claiming  
2 jurisdiction over the erection of these  
3 scaffolds, over 14 feet in height but, as  
4 you say, this is all masonry and steelwork  
5 that this scaffolding is connected with.

6 THE COMMISSIONER: And no  
7 doubt it is really incidental to the building  
8 of a house with the same material and it is  
9 obvious if it could not be done otherwise  
10 you would have to make a new contract with  
11 the carpenters' union in order to get a  
12 masonry building put up.

13 MR. BOYD: When it comes  
14 down to the dispute itself, the carpenters'  
15 union, in this particular case is hanging  
16 its hat on the ruling that was made in 1920  
17 by this board in Washington that I referred  
18 to earlier. Obviously, that is 47 years ago.  
19 Perhaps all the scaffolds in that day were  
20 made of wood.

21 THE COMMISSIONER: That is a  
22 rather modern change, isn't it, in the last  
23 35 or 40 years?

24 MR. BOYD: Yes.

25 MR. CRAIG: So there is an  
26 area where general clean-up and reassessment  
27 is necessary. This area of jurisdiction of  
28 work, we believe should be subjected to a  
29 clean-up, a thorough review by the unions.

30 THE COMMISSIONER: Well, why





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1 don't you get a province-wide agreement to  
2 set up a board as they have in Washington to  
3 settle these matters. It is ridiculous to  
4 have work held up because there is a quarrel  
5 between the workers. Have you made a real  
6 effort to get that board set up?

7 MR. BOYD: I believe the Ontario  
8 Federation of Construction Associations have  
9 tried to.

10 MR. CRAIG: It is on their  
11 agenda, they have talked about it but nothing  
12 else. Even if we did set up a board, what  
13 authority would it have?

14 THE COMMISSIONER: The authority  
15 you agreed to and they agreed to.

16 MR. CRAIG: The unions would  
17 have to agree to it too.

18 THE COMMISSIONER: Certainly,  
19 they are parties to an arrangement of that  
20 sort.

21 MR. CRAIG: It would certainly  
22 be worth trying.

23 THE COMMISSIONER: As you say,  
24 you apparently have not had much trouble in  
25 the past over this question.

26 MR. CRAIG: No.

27 THE COMMISSIONER: Other sections  
28 have. Just two or three questions I would  
29 like to ask you in addition to what has been  
30 talked about. Take this painting work today:



1 Is the lack of painting holding up any other  
2 work by reason of itself?

3 MR. CRAIG: Yes.

4 THE COMMISSIONER: Is it?

5 MR. CRAIG: Yes.

6 THE COMMISSIONER: Then, to a  
7 certain extent, if they go on <sup>strike</sup> some of the  
8 other work stops arbitrarily?

9 MR. CRAIG: Right.

10 THE COMMISSIONER: Do you ever  
11 try to bring on to the work what we call strike  
12 breakers?

13 MR. BOYD: No.

14 THE COMMISSIONER: Is that ruled  
15 out by any agreement?

16 MR. BOYD: It is not the common  
17 practice here.

18 THE COMMISSIONER: Have you  
19 any painters who don't belong, say, to a  
20 painters' union or is the craft itself organized  
21 into a union or are there masters, builders,  
22 who have a painting staff?

23 MR. BOYD: I would say pretty  
24 well all the painters who work with contractors  
25 belong to this union, pretty well here, locally.

26 MR. CRAIG: Painting is a very  
27 loose trade. Anybody can pick up a can of  
28 paint and a step ladder and they are a painter.  
29 I think anywhere you will find probably a  
30 smaller percentage of members belong to the





1 painters union than probably any other skilled  
2 union.

3 THE COMMISSIONER: You speak  
4 here of a trade contract. What is a trade  
5 contract? It is in the first paragraph -  
6 "general and trade contractors".

7 MR. CRAIG: A trade contractor  
8 is a contractor dealing in a specific trade.

9 THE COMMISSIONER: As carpentry  
10 or painting?

11 MR. CRAIG: Yes.

12 THE COMMISSIONER: Then you can  
13 have an employer, a contractor who does nothing  
14 but furnish the men to paint.

15 MR. CRAIG: Right, we have many  
16 of them.

17 THE COMMISSIONER: Are all the  
18 painters under such relation to contractors or  
19 are there some men who are free?

20 MR. CRAIG: The majority of  
21 them are. There are some men who are free but  
22 they would be hard to spot, they are here, there  
23 and all over.

24 MR. POLLOCK: Of course, in  
25 some cases the general contractor may decide  
26 to let the painting work himself, in which case  
27 he will then engage a half a dozen or a dozen  
28 painters.

29 MR. CRAIG: Not here.

30 MR. POLLOCK: Is it prohibited?



1 MR. CRAIG: It is a pretty  
2 tight union here. We don't run into that sort  
3 of thing. It is a little different than  
4 Toronto.

5 MR. POLLOCK: Considerably.

6 MR. BOYD: Quite different.

7 MR. CRAIG: We run through that  
8 same problem in everything we do here, in every  
9 trade. It is completely union, it is a closed  
10 shop throughout this entire area.

11 MR. BOYD: You have got to  
12 work within an agreement between the various  
13 unions involved.

14 THE COMMISSIONER: Really, when  
15 there is a legitimate strike of painters and  
16 the rest of the crafts or the employees have  
17 the right under the contract not to pass a  
18 line, your whole work stops.

19 MR. BOYD: Right.

20 THE COMMISSIONER: And really,  
21 you have agreed to that.

22 MR. BOYD: I suppose you could  
23 construe it that way, it is part of our  
24 agreement.

25 MR. CRAIG: We have agreed to  
26 it or been coerced into it.

27 MR. POLLOCK: You have agreed  
28 to it, you may not like the results of it  
29 and hope against hope that it is not going to  
30 occur, but reasonable men that we are, we



1 anticipate that things do happen like this.  
2 That is one of the prices that we pay.

3 MR. CRAIG: There is one  
4 exception to this, if I may state it, where  
5 painters have not been on a job there are jobs  
6 still operating here today because painters  
7 have not done any painting, have not been  
8 there and they are not striking that particular  
9 project. There are a few isolated incidences  
10 where that is happening here today.

11 MR. POLLOCK: It is pretty  
12 tough, I suppose, to withdraw your labour  
13 when you haven't even started it.

14 MR. CRAIG: Right.

15 MR. POLLOCK: Just on the  
16 definition.

17 THE COMMISSIONER: How does  
18 that inaction on the part of the other employees  
19 affect them? Do they relish that?

20 MR. BOYD: I would think not.

21 THE COMMISSIONER: Have you  
22 any evidence one way or the other? Do they  
23 express dissatisfaction or are there any of  
24 the members who refuse to respect the picket  
25 line?

26 MR. BOYD: It has happened  
27 in the past. For example, the electricians,  
28 I believe, had a strike a couple of years  
29 ago and the painters did not respect the  
30 picket line of the electricians. Now we would





1 not be a bit surprised two or three days from  
2 now if the strike stays on that the same thing  
3 will happen with the painters. In view of the  
4 fact that they haven't respected other picket  
5 lines in the past they would probably find  
6 themselves in the same boat when they are on  
7 strike.

8 THE COMMISSIONER: Supposing  
9 you had no such thing as a picket line, do you  
10 think the cohesion in the general labour  
11 movement would act sufficiently to cause them  
12 not to work? There is no line, so to speak,  
13 to cross.

14 MR. CRAIG: I don't think so.

15 MR. BOYD: If there was no  
16 line they would work.

17 THE COMMISSIONER: You think  
18 they would?

19 MR. BOYD: Right.

20 MR. POLLOCK: Even though their  
21 essential executive or their Trades and District  
22 Labour Council has told them that these plants  
23 are on strike and that the painters are striking  
24 these plants and just because they don't have  
25 anybody there it is still a strike and treated  
26 in the same way as if there was a picket line.  
27 Would that have any effect?

28 MR. BOYD: I would have to  
29 qualify that. If the executive of a particular  
30 craft union involved told their men that they



1 were not to go on this site, they probably  
2 wouldn't go, but they don't always tell them  
3 this.

4 MR. POLLOCK: Why don't they  
5 always tell them that?

6 MR. BOYD: I don't know.

7 THE COMMISSIONER: I guess  
8 their men don't want to lose the time.

9 MR. CRAIG: But if it was done  
10 in the way you suggest - simply that they  
11 were told that they were on strike in this  
12 area and they were not told to work or not to  
13 work, I think you would have a reduced work  
14 force but you would have some people working  
15 because there are some people who simply won't  
16 forego a day's pay and some of their wives  
17 would insist on it.

18 THE COMMISSIONER: But there  
19 is no doubt about this, that once you have a  
20 strike and it is inclusive of the whole staff,  
21 that work stops?

22 MR. CRAIG: Right.

23 MR. BOYD: This is what Mr.  
24 Craig was getting at. The unfairness of this  
25 is the owner himself. For example, a paper  
26 company, once they make a decision to expand  
27 and it is usually large sums of money that  
28 we are talking about, we feel it is unfair  
29 to the owner when these strikes happen because  
30 they are relying on this expansion to be completed





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1 on such and such a date and a strike could take  
2 a month off their schedule. That is a  
3 terrific lot of money for a paper company  
4 and they have no control over this whatsoever.

5 MR. POLLOCK: I suppose you  
6 could extend it all the way up to the steel  
7 industry too. If the steel industry goes on  
8 strike and they don't get the structural steel  
9 there is no control over that either.

10 MR. BOYD: That is right.

11 MR. POLLOCK: That is one of  
12 the inherent risks with today's economy.

13 MR. CRAIG: Generally, I think  
14 construction people and most people dealing  
15 with unions today are becoming very much  
16 concerned about the force of the possible  
17 effects of the strike and the threat of the  
18 strike. You can't drive your car to the  
19 public danger, you can't create a noise or  
20 disturbance and interfere and upset people  
21 near you, there are laws to prevent it and  
22 yet a strike can cause in this day of fast,  
23 instantaneous communication, untold hardships  
24 to countless, innocent parties and we are  
25 very concerned at the threat of the strike  
26 being abused and it really does require some  
27 sort of improvement. I have heard this at  
28 large conventions, that people are generally  
29 getting very fearful that the strike is being  
30 so badly abused it needs considerable revision.



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1 A new approach is needed somewhere. Where it  
2 is going to come from, I don't know, but we  
3 are subject to every whim and we are told  
4 if we agree with this we are stuck with it. It  
5 is not that at all. You mentioned the steel  
6 industry. A steel plant is struck and projects  
7 all across the country for five years ahead  
8 can be affected as a result of one strike.  
9 The same thing is happening in the States to  
10 a much greater degree. The innocent party,  
11 the public, are paying for this.

12 THE COMMISSIONER: Yes, but  
13 what about yourselves? You insist upon  
14 collective bargaining, you resent any suggestion  
15 of arbitration. You can't have these contradictions.  
16 If you don't want that you have got to accept  
17 something else. What is the alternative to  
18 a strike if it isn't arbitration?

19 MR. CRAIG: We have nothing  
20 against arbitration.

21 THE COMMISSIONER: Well, if  
22 you haven't, you are an exception to the labour  
23 force. They all say "No, we won't have any  
24 third person dictating to us what we will do  
25 or what we receive". I mean you, as  
26 employers, you object to that. We have had  
27 a stream of representatives who lay that down  
28 as the first article of the dogma, "We don't  
29 want any interference by third persons".

30 MR. CRAIG: Well, of course, we



1 always have the fond hope that the third  
2 party will be benevolent and fair and just.

3 MR. POLLOCK: Benevolent, I  
4 think, more than fair or just.

5 MR. CRAIG: But my whole  
6 point, and I didn't want to make too much of  
7 an issue of it, is that the threat and power  
8 of the strike has superceded everything else  
9 on the horizon.

10 THE COMMISSIONER: Well, you  
11 represent here, the employer. Are you  
12 prepared to say "We prefer arbitration on  
13 any item to a strike"?

14 MR. CRAIG: I would not say  
15 we would prefer a cut and dried arbitration.  
16 There must be something else.

17 THE COMMISSIONER: Well, what  
18 is there in the nature of things unless you  
19 decide it by the flip of a coin? You are  
20 not going to that extent.

21 MR. BOYD: Well, it could  
22 very well be, as you suggest, that the time  
23 has come where we have to have a third party  
24 in here to protect the public interest.

25 THE COMMISSIONER: That is  
26 what I am trying to suggest to you, that that  
27 is the only other means of deciding to which  
28 you can turn. There is no doubt that that  
29 is accepted in many respects all through  
30 Australia. They have lived with it. The





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1 trouble is it is something new and you have  
2 formed a prejudice against any change from  
3 what you think is the power of your strike,  
4 in their case - you don't use a lockout but  
5 still you don't want to accept the verdict  
6 of other people.

7 MR. BOYD: Well, when you  
8 suggest bringing in a third party would that  
9 decision necessarily be from the third party?  
10 What I was thinking of when you brought it  
11 up was that if a disagreement, even if it  
12 is a labour negotiation, comes to a certain  
13 point, then this third party should be brought in.

14 THE COMMISSIONER: To do what?

15 MR. POLLOCK: If it is to  
16 conciliate, we have got that now.

17 MR. CRAIG: To eliminate the  
18 threat of strike and to arrive at a reasonable  
19 solution and resolve the differences amicably  
20 without a strike and imposing hardships on  
21 many, many innocent people and the economy itself.

22 THE COMMISSIONER: You have to  
23 have somebody who says this is unreasonable  
24 and that is unreasonable. Who is going to do it?

25 MR. CRAIG: If the law forces  
26 the power of the strike on us then I believe  
27 the government and the law should remove it  
28 when it becomes onerous. This is just an  
29 opinion.

30 THE COMMISSIONER: The only way



1 you can get away from the settlement between  
2 the two of them which results from what you  
3 generally call an economic war is to submit  
4 it to somebody else. There is no alternative.

5 MR. CRAIG: In that case the  
6 tribunal, not necessarily one arbitrator ---

7 THE COMMISSIONER: No, I would  
8 agree with that that it doesn't have to be  
9 one; it may be two, five or any number.

10 MR. CRAIG: We have all had  
11 to adjust our thinking in many of these areas  
12 and we have the government breathing down  
13 our neck, so to speak. In so many areas  
14 we have all had to accept these things and I  
15 think this is another area where there should  
16 be a review.

17 THE COMMISSIONER: That is  
18 what we are trying to suggest to a great many  
19 people who represent the same interest as you  
20 but they don't see it at all.

21 MR. CRAIG: Well, I think it  
22 has to come. I would like to see it come.

23 THE COMMISSIONER: Well, that  
24 is very straight-forward.

25 MR. CRAIG: This is a personal  
26 opinion, not necessarily the opinion of the  
27 Builders Exchange.

28 THE COMMISSIONER: That is what  
29 we would like to have.

30 MR. BOYD: Do they not have some





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1 similar set-up in Sweden where, in most labour  
2 negotiations, the state is always represented?

3 MR. POLLOCK: Well, they have  
4 a central organization of employers and  
5 a central organization of trade unions and no  
6 representation by the state.

7 MR. BOYD: They don't?

8 MR. POLLOCK: No, so far they  
9 have managed to keep the state out of it.

10 THE COMMISSIONER: Well, you  
11 could have, no doubt you could have a  
12 representative of the state and the state  
13 might be very deeply interested when you are  
14 on the boundary between serious inflation, say,  
15 as against a normal development.

16 MR. BOYD: Yes.

17 THE COMMISSIONER: Certainly  
18 there is no doubt that the community comes  
19 into it. Whether or not the point is reached  
20 in any particular case is a matter of judgment.

21 MR. POLLOCK: Well, gentlemen,  
22 if you have any other comments or suggestions,  
23 we would like to hear from you, even if they  
24 are personal.

25 MR. CRAIG: I have a couple  
26 of things off my chest I have been hoping to  
27 get off my chest for a long time.

28 MR. POLLOCK: Now, you can  
29 go back and stop beating your employees.

30 Thank you very much, gentlemen.



1 MR. BOYD: Thank you very much  
2 for allowing us to appear before you today.

3 MR. POLLOCK: Mr Pesheau, we  
4 have both had an opportunity to look over your  
5 very interesting submission and the manner of  
6 presentation is up to yourself. (The Northern  
7 Ontario District Council of Lumber and Sawmill  
8 Workers Unions.)

9 MR. PESHEAU: Mr. Chairman, I  
10 said that I was going to present an addendum  
11 to it, which is photographs.

12 MR. POLLOCK: Photographs of  
13 the different conditions in different camps?

14 MR. PESHEAU: Yes

15 MR. POLLOCK: This will be  
16 Exhibit No. 1.

17 EXHIBIT NO. 1: Book of photographs  
18

19 MR. PESHEAU: Mr. Chairman, I  
20 propose to read the brief and as I am reading  
21 through the brief, to make some extra comments  
22 at that time.

23 MR. POLLOCK: Do you want us  
24 to stop and talk about the points as they arise  
25 or do you wish to finish and then go back and  
26 look at them?

27 MR. PESHEAU: Either way. I  
28 will elaborate on the brief as I am going  
29 through it.

30 MR. POLLOCK: The acoustics



1 aren't as good in this place as the tile might  
2 indicate, so perhaps you might speak loudly.

3 MR. PESHEAU: This is a  
4 submission by the Northern Ontario District  
5 Council of Lumber and Sawmill Workers' Unions  
6 to the Royal Commission Inquiry on Labour  
7 Disputes.

8 The Northern Ontario District  
9 Council of Lumber and Sawmill Workers' Unions  
10 is the executive representative of approximately  
11 12,000 members of the union working in that  
12 area of Ontario from the Manitoba boundary  
13 to Mattawa.

14 Our members, as the name implies,  
15 are woodworkers, sawmill, planing and veneer  
16 mill workers, cabinet shops and some construction  
17 workers, and mainly work in the harvesting of  
18 primary forest products on limits leased  
19 by the industry from the Ontario Government  
20 through the Department of Lands and Forests  
21 under the Crown Timber Act and in some cases on  
22 patented land.

23 Our membership consists of those  
24 who depend solely on this work for a livelihood,  
25 persons living in the towns and villages who  
26 work at other jobs when jobs in the woods are  
27 not available, farmers who farm in the summer  
28 months and work in the woods during the  
29 remainder of the year, and settlers who may  
30 homestead and work in the woods on a temporary





1 basis.

2                               The Northern Ontario District  
3 Council is an affiliate of the Ontario  
4 Federation of Labour who have presented a brief  
5 to your Commission, dealing with labour's views  
6 on a province-wide basis as it pertains to all  
7 labour. We naturally, as an affiliate, support  
8 the expressions contained therein. And  
9 expecially, Mr. Chairman, as they deal with  
10 the prevention and cause of the strikes.

11                           We are also an affiliate of the  
12 Ontario Provincial Council of Carpenters who  
13 have presented or will be presenting a brief  
14 to your Commission dealing with problems of  
15 their affiliates in the province of Ontario,  
16 and while there may be some duplication between  
17 their briefs and this one, we have attempted  
18 to cut these duplications to a minimum.

19                           While this inquiry is primarily  
20 concerned with strikes, picketing and  
21 injunctions, we believe, that although these  
22 matters are important, far more important are  
23 the underlying causes of strikes in the first  
24 place, which cause the picketing and injunctions.  
25 We intend to deal with these underlying causes  
26 in this brief and also to suggest possible  
27 remedies to minimize labour disputes and unrest  
28 in our area of jurisdiction.

29                           We, the Lumber and Sawmill Workers'  
30 Unions, are proud of the fact that we have been



1 responsible, over the years since 1936, in  
2 building up wages and conditions in the woods  
3 industry to a point where our union woods  
4 workers' wages and conditions are second to none.  
5 It cannot be disputed that where the union is  
6 organized, it has erased the deplorable conditions  
7 under which the employees in the bush worked  
8 and lived. These conditions and wages have been  
9 built up through the continuous effort on the  
10 part of our union with a minimum of strikes  
11 (the last general strike being in 1946). Not  
12 only has the efforts of our union bettered the lot  
13 of the organized worker but certainly this  
14 has given a lift to the economy of Northern  
15 Ontario which economy depends on primary  
16 industry for its support. We have brought  
17 the bushworkers up from second class citizens  
18 to where they are permitted to fulfil their  
19 rightful role in our society.

20 Primarily, our union operates under  
21 acts and regulations administered by:

22 (1) the Department of Labour and (2) the  
23 Department of Lands and Forests. Although there  
24 are other acts and regulations which we have  
25 to consider from time to time, the acts  
26 administered by these two departments give  
27 us the most concern in our industry.

28 We are filing with this brief,  
29 an addendum for your examination at your  
30 leisure, which consists of photographs of what





1 we will refer to as "union" and "non-union"  
2 camps. On comparison of these photographs,  
3 you will notice a tremendous difference  
4 in union and non-union camp conditions.

5 On this, Mr. Chairman, the  
6 pictures of the union camps are not the best  
7 union camps in our area of jurisdiction and  
8 they are not the worst. The pictures also  
9 of the non-union camps are not the same -  
10 they are not the best nor the worst. For  
11 instance, we have pictures there of 228 at  
12 Abitibi. That camp is about ten years old.  
13 Abitibi has much better camps than that now,  
14 the newer camps.

15 Naturally, along with the difference  
16 in camp conditions goes the difference in  
17 wages, vacation pay, hours of work, workmen's  
18 compensation, unemployment insurance, health  
19 and welfare and the right to belong to a union  
20 of their choice.

21 Now, Mr. Chairman, I would like  
22 to stop and deal with a situation. I mentioned  
23 the acts administered by the Department of  
24 Lands and Forests. Under the Department of  
25 Lands and Forests, and it is contained in the  
26 brief on the second page, under the court of  
27 appeal is what is known as a land-use permit.  
28 I will be filing extra copies with you, sir.  
29 Now, these permits, Mr. Commissioner, are  
30 issued by the Department of Lands and Forests



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1 and a certain area for roads and camp buildings  
2 becomes, in essence, patented land to that  
3 person who is working in there.

4 I draw to your attention that  
5 the first reserve is for the timber, the second  
6 is for minerals, the third paragraph is for  
7 the pay for the payment and I want to bring  
8 you down to the fifth paragraph dealing with,  
9 it says:

10 "Provided that all buildings  
11 erected and all works  
12 constructed on said lands shall  
13 be made to the satisfaction  
14 of the Minister of Lands and  
15 Forests."

16 MR. POLLOCK: I make that the  
17 sixth paragraph.

18 MR. PESHEAU: That is right,  
19 the sixth paragraph. Mr. Commissioner, all  
20 I am going to point out at this time is that  
21 all of these non-union camps that you have  
22 pictures of - and there are thousands of them -  
23 must be okayed or authorized by the Minister  
24 of Lands and Forests under the land-use permit.

25 MR. POLLOCK: He has seen  
26 these buildings?

27 MR. PESHEAU: The Minister  
28 of Lands and Forests is quite well aware of  
29 that. He has not seen these individual ones  
30 but he has seen lots of them.



1 MR. POLLOCK: I take it that  
2 B and C are both non-union camps?

3 MR. PESHEAU: The B part is  
4 non-union camps and the C is the Hydro camp.  
5 I am going to deal with those a little later.  
6 There is an index in the front of it if you  
7 want to refer to it.

8 MR. PESHEAU: Labour disputes,  
9 strife and strikes in this industry, generally  
10 arise in the organizational stage. In fact,  
11 it is now impossible for our union to organize  
12 in compliance with the Labour Relations Act  
13 in almost 100% of the cases, and although we  
14 have brought the problems to the attention of  
15 the Government of Ontario on many occasions,  
16 they have done very little to relieve the  
17 problem. We are still frustrated at every  
18 turn by the laws or lack of laws, and unless  
19 we can get some relief, we can foresee when  
20 all of the unorganized workers in our industry  
21 will be on strike for union recognition as  
22 they were in previous years. A strike in  
23 our industry is a very dangerous situation  
24 because of the size of the area, the problem  
25 of communications, which in many cases,  
26 prohibits the proper policing of a strike.  
27 A strike can very quickly erupt into violence  
28 as one did in 1963 in Kapuskasing, where we  
29 had three men shot dead and eight others  
30 wounded.





1                   Mr. Commissioner, I point out  
2 here that we have, on numerous occasions,  
3 too numerous to even mention, gone to the  
4 Department of Labour, to the Premier of  
5 the Province and the the Department of Lands  
6 and Forests with these problems and we are  
7 still in the same spot as we were when we  
8 started.

9                   We believe that in an economy  
10 such as we have in Ontario, labour legislation  
11 and its administration should be designed to  
12 encourage and facilitate peaceful collective  
13 bargaining. The opposite is true in our  
14 industry. Mr. Commissioner, when I say that,  
15 I don't mean with our organized industry.  
16 I am talking about the people who are not  
17 organized, the people outside of our union  
18 at the present time.

19                  MR. POLLOCK: For the moment  
20 can you characterize any of that unorganized  
21 nature industry as either small employers,  
22 family businesses or are you unorganized for  
23 large corporations?

24                  MR. PECHEAU: We have all of  
25 the larger ones and some of the smaller ones  
26 organized. All of the large companies are  
27 organized. The problems we have are with  
28 the smaller ones. Some of them are very  
29 small and some of them may employ up to 200  
30 or 300 men. The biggest one I can think of



1 at the present time that we have not got  
2 organized is the Weldwood in their warehouse  
3 at North Bay.

4 MR. POLLOCK: How about  
5 Chapleau?

6 MR. PESHEAU: Chapleau is  
7 not organized but we have the K.G. Peak company  
8 at Sheldon, which is 60 miles north of  
9 Chapleau and we have the Domtar organization  
10 organized there. We have, on numerous  
11 occasions, organized some of the smaller ones  
12 but in the end it was contracted out - in fact  
13 this may seem a little funny - we applied for  
14 a certificate from one of the companies in  
15 there and we also made the application on  
16 behalf of the contractor they had at that  
17 time. We made a joint application. It  
18 went before the board and it was about six  
19 months before it got to a hearing before the  
20 board due to all the ramifications of this.  
21 The contractor served notice that he would be  
22 out of there in July and the Board was aware  
23 of this and yet in October we got a certificate  
24 for that contractor. So that is how ridiculous  
25 it really gets.

26 Causes of Organizational Strikes in the Woods  
27 Industry

28 Section 3 of the Labour  
29 Relations Act reads:

30 "Every person is free to join





1 a trade union of his own choice  
2 and participate in its lawful  
3 activities."

4 One would be led to believe that  
5 under this section of the Act there would be  
6 the necessary freedom for unorganized workers  
7 to establish a union of their choice. In our  
8 industry, such is not the case.

9 Huge tracts of Crown land are leased  
10 by the Ontario Government to companies under  
11 the Crown Timber Act. This procedure allows  
12 each company to establish a kingdom where  
13 he is sole prosecutor, judge and jury over  
14 everything that moves in the area. It allows  
15 the company to erect gates and barriers on  
16 the roads to screen those who are allowed  
17 in on the licenced area. Consequently, the  
18 only persons not allowed entry are union  
19 organizers. Salesmen, fishermen, tourists,  
20 et cetera, are usually allowed access. We  
21 could cite you case upon case of union  
22 organizers being barred, of organizers' cars  
23 being damaged, and of long walks through the  
24 bush, but the most glaring example is the case  
25 of our Sudbury Local's organizer and Chapleau  
26 Lumber. And that, Mr. Chairman, is Exhibit 2.

27 MR. POLLOCK: The Petty  
28 Trespass Act and the subject of Mr. Sopha's  
29 remarks.

30 MR. PESHEAU: Yes.



1                   Our Local in Sudbury was  
2 requested in writing to visit the camps of the  
3 company by the employees. They went to the  
4 company office and gained permission to visit  
5 the camps. They visited the camps after work  
6 hours on one occasion and on the second  
7 attempt they were ordered off the licenced  
8 area by the company. When they refused to  
9 go, the O.P.P. were called and the organizers  
10 were escorted off the licenced area after  
11 charges of trespass, under the Petty Trespass  
12 Act, had been laid. This case was appealed  
13 to the highest court possible but in the end  
14 the charge of trespass stuck and a fine was  
15 levied.

16                   How, then, under these circum-  
17 stances can an employee exercise his rights  
18 under Section 3 of the Labour Relations Act  
19 if they cannot be in contact with union  
20 organizers. We must advise you that the  
21 workers in the woods industry do not reside  
22 at home but rather they pay the company for  
23 room and board furnished by the company.

24                   Mr. Chairman, what we are saying  
25 here is that in some places we have camps that  
26 are 100 miles from anywhere, from outside  
27 contact. We have got them anywhere from, say,  
28 10 to 100 miles, 30 or 40 miles.

29                   THE COMMISSIONER:     Do these  
30 men work the whole year around?



1 MR. PESHEAU: Some of them do  
2 and some of them don't. These outfits we  
3 are talking about generally have three gangs.  
4 They have one working, one going and one  
5 coming. This is about the way they work.

6 THE COMMISSIONER: Can't you  
7 deal with them in their homes?

8 MR. PESHEAU: No, because you  
9 can't find them.

10 MR. POLLOCK: I suppose the  
11 ones that are off the job spread out all over  
12 the province.

13 MR. PESHEAU: Generally, sir,  
14 they try to get jobs in camps in the area.  
15 Some places where they are working in these  
16 jackpots, as we are referring to them, they  
17 are only waiting a chance to get into a union  
18 camp. Those chances are few and far between  
19 too.

20 MR. POLLOCK: In this particular  
21 example that you quote of Chapleau Lumber,  
22 why did they let them on the first time and  
23 not the second time?

24 MR. PESHEAU: I don't really  
25 know, I just couldn't answer that question.  
26 I think, I honestly believe that that company  
27 was not too unfair and that he wanted to be  
28 fair with the union. In fact, I believe he  
29 wanted the union in his camp but he was  
30 stopped by the other operators in that area.





1 This is the meat of what happened.

2 MR. POLLOCK: He was perfectly  
3 aware of what was going on the first time a  
4 union organizer came on and then after, as you  
5 say, some pressure outside was exerted on him,  
6 he just put them off?

7 MR. PESHEAU: Yes.

8 MR. POLLOCK: You don't have any  
9 evidence of that, do you?

10 MR. PESHEAU: No, except what  
11 he told us himself.

12 THE COMMISSIONER: There is  
13 no suggestion there was any agreement?

14 MR. PESHEAU: No, there was  
15 no agreement.

16 THE COMMISSIONER: Between these  
17 manufacturers, or employers, whatever you may  
18 call them?

19 MR. PESHEAU: I would suggest  
20 that there was because they all belonged to an  
21 association and there certainly is agreement  
22 there of what they are going to do on labour  
23 relations in that light and I know that there  
24 are operators around Chapleau such as Island  
25 Lake, Friend and Sons and three or four other  
26 ones, they all belong to this association.

27 MR. POLLOCK: But in this  
28 association are there not union camps as well  
29 represented?

30 MR. PESHEAU: Yes.



1 MR. POLLOCK: Wouldn't it be  
2 to the benefit of the union camps to have  
3 everybody organized?

4 MR. PESHEAU: Not always, this  
5 is also a source of supply of cheap wood for  
6 the companies. These operators who cut this  
7 wood and sell it to the pulp and paper companies  
8 sell that wood cheaper than the companies can  
9 produce it off their own limits. Now, we don't  
10 know how much cheaper, but we know it is  
11 cheaper.

12 MR. POLLOCK: Go ahead.

13 MR. PESHEAU: The Select  
14 Committee of the Ontario Legislature which was  
15 established to investigate and recommend changes  
16 to the Ontario Labour Relations Act in 1957,  
17 stated in their final report:-

18 8. Company Interference

19 "It has been brought to the  
20 attention of the Committee that  
21 trade union organizers have been  
22 refused permission to enter  
23 upon company property during  
24 off hours of employment, solely  
25 because they were on trade  
26 union business.

27 This situation apparently  
28 exists in certain management  
29 properties where workmen are  
30 housed in bunkhouses, usually





1 in the mining or lumber industry.

2 The Committee deplore this  
3 attitude on the part of  
4 management, and unless this  
5 situation is corrected, it  
6 may be necessary for the  
7 Government to introduce  
8 legislation to overcome this  
9 situation."

10 Mr. Chairman, I point out that  
11 this is a report in 1957.

12 THE COMMISSIONER: Have you  
13 given any subsequent notification?

14 MR. PESHEAU: We have hammered  
15 on the doors ever since and long before this.

16 We have, on numerous occasions,  
17 made representation to the Department of  
18 Labour on the matter, suggesting that a  
19 method of credentialling union organizers  
20 by the Department of Labour could be established  
21 to allow access to organizers. The Department  
22 of Labour, after years of delay, referred us  
23 to the Department of Lands and Forests. We  
24 made the same representation to the Department  
25 of Lands and Forests on a number of occasions  
26 and there, the matter died.

27 What we are saying here simply  
28 is that this is Crown land. There is protection  
29 for timber, for minerals and everything in  
30 this land-use permit and there is no reason, in



1 our opinion that in this permit, this land-  
2 use permit, there could not be another section  
3 there, that credentialized union organizers  
4 be allowed access. This is all that is  
5 necessary.

6 Now, we believe what we are  
7 saying here and we have taken it up with  
8 the Department of Labour and the Department  
9 of Lands and Forests, that the credentials  
10 for a union organizer could be issued by the  
11 Department of Lands and Forests or the Department  
12 of Labour and these would be the ones that  
13 are recognized under this land-use permit.  
14 I think, Mr. Chairman, that even the most  
15 anti-union employee there is will agree that  
16 the union people in this organization are  
17 responsible people and they are not going in  
18 there to cause any damage.

19 MR. POLLOCK: What is the  
20 ostensible reason that they use to keep you  
21 off, or did they ever give you a reason?

22 MR. PESHEAU: The ostensible  
23 reason is they know that if we go in, number  
24 one is we have no problem, once we get into  
25 the camp area, of signing up the men in the  
26 union. The men want the union and the end  
27 result of a union in their place is that they  
28 have to get rid of this type of camp, they  
29 have to pay vacation pay and they have to do  
30 this and that.



1 MR. POLLOCK: That may be the  
2 real reason but what do they say to you is  
3 the reason they don't want you to come into  
4 the camp?

5 MR. PESHEAU: Sir, they don't  
6 have to give us a reason, they turn us around  
7 at the gate and that is it.

8 MR. POLLOCK: They don't point  
9 to any examples of violence, or fires or  
10 anything of that sort?

11 MR. PESHEAU: No, they couldn't  
12 point to that, there haven't been any.

13 THE COMMISSIONER: Do you  
14 ever attempt to go in without being invited  
15 by the workmen?

16 MR. PESHEAU: Yes, and this is  
17 one of the long walks through the bush that  
18 I personally took. We were invited by the  
19 members of, I think it was, Bigelow Lumber  
20 Company at Chapleau to go into their camp.  
21 Their camp was a fly-in camp, 24 miles from  
22 Chapleau, and we flew in about 3:00 o'clock  
23 in the afternoon, two of us, we were met on  
24 the dock where the plane came up by the foreman  
25 and the superintendent with a rifle and loaded  
26 in the back of the truck and we walked 24  
27 miles that night out. This is exactly what  
28 happens and they don't have to give you a  
29 reason. They are just like kings and what  
30 they say, there is not a rabbit moves in the





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1 area that they don't know about it. That is  
2 about the size of it.

3 MR. POLLOCK: I think the  
4 question was, do you ever go into these  
5 areas without being requested by the employees  
6 to come in and organize them?

7 MR. PESHEAU: No, I don't  
8 think we have. Most of the areas, most of  
9 these camps will have some union men working  
10 that can't work for other companies so he  
11 writes a letter to the union, "For God's sake,  
12 get in here and see what you can do to straighten  
13 this matter out", and we go in.

14 I might give you another  
15 example of what can happen. When we organized  
16 the Henry Saline at Hurst, it is about ten  
17 miles off the road, off the highway, and we  
18 even built our own road to go in there. We  
19 couldn't get through. We built a road through  
20 the bush, 14 miles, and we had pretty near an  
21 army convoy, we had a four-wheel truck pulling  
22 cars in front and a four-wheel jeep following  
23 up to get in there. We had 34 organizers  
24 in that camp that night, or in the two camps.  
25 Now, I can assure you that there could have been  
26 people killed in there quite easily because  
27 there were lots of rifles around there, all  
28 kinds of them. It is a very, very dangerous  
29 situation when you do get in.

30 THE COMMISSIONER: What have



1 you in mind when you undertake an invasion of  
2 that sort?

3 MR. PESHEAU: To organize the  
4 people.

5 THE COMMISSIONER: For what  
6 purpose? For their purpose or your purpose?

7 MR. PESHEAU: For their purpose,  
8 sir, because the wages and conditions in those  
9 areas that we are talking about - and you have  
10 the pictures right in front of you and this  
11 is non-union camps - the wages and conditions  
12 are deplorable. Now, this has a bearing also  
13 on our union camps because if these people  
14 can get away with these conditions, there is  
15 nothing to stop our fairer employer from  
16 trying to do the same. Also, remember, sir, ----

17 THE COMMISSIONER: I suppose  
18 these objectives are of a kind that have  
19 been followed 100 years ago.

20 MR. PESHEAU: That is correct,  
21 I would say those camps - the first one, number  
22 two - I would say those camps are around 50  
23 years old, they were built 50 years ago and  
24 they are still in use today and those camps  
25 are housing families at the present time.

26 THE COMMISSIONER: Do you  
27 ever have a reply from the employers that  
28 these men don't want it, you are trying to  
29 force it on them?

30 MR. PESHEAU: We have that



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1 all the time but generally speaking, when we  
2 get up there, we sign up and in Henry Saline's  
3 case we signed up 90 per cent of the men. If  
4 we are allowed to hold a meeting we have no  
5 problem signing up the men in the union at all.  
6 But we are not allowed in.

7 THE COMMISSIONER: Well, if  
8 that is so, why don't they take more pains to  
9 get in touch with you when they come out,  
10 because they don't make their home there.

11 MR. PESHEAU: How do you mean, sir?

12 THE COMMISSIONER: They have  
13 a season off when they are not working. Why  
14 don't they get in touch with you?

15 MR. PESHEAU: They generally  
16 do come into the union office and talk it  
17 over with us but they don't know whether they  
18 are going back to the same place the following  
19 year, or not. They don't know where they are  
20 going the following year and if you have an  
21 application for them when they are out, it  
22 just doesn't come before the board. The man  
23 has got to be on the payroll the day that he  
24 makes the application.

25 MR. MIOR: Mr. Commissioner, on  
26 this very point I think that later on we will  
27 be dealing with it in the brief, but it is a  
28 question of the practices and procedures before  
29 the board, the requirements or qualifications  
30 for an application to stand before a board which





1 creates our problem. It is not a question of  
2 seeing two or three men out of a work force of  
3 100, one day in their home, on one weekend and  
4 the next weekend seeing two or three more,  
5 because it is obvious that by the time we have  
6 run the gauntlet through, the first ones have  
7 left or some of them in between have left and  
8 those applications don't stand before the board  
9 and there are new employees being hired and  
10 so it is very necessary that when we organize  
11 and when we make up the application that all  
12 of this takes place in a very limited period  
13 of time so that the application will stand up  
14 before the board for the purpose of being  
15 certified.

16 THE COMMISSIONER: Do I understand  
17 you to mean by that that these men would be  
18 working with one employer today and another  
19 employer next year?

20 MR. PESHEAU: And maybe another  
21 employer the following week. It depends on  
22 how bad the conditions really are and how much  
23 better they are with another employer. They  
24 will work here one week and they will be at  
25 another camp another week and maybe even back  
26 here the following week.

27 THE COMMISSIONER: Supposing  
28 you get an agreement, it might happen that  
29 within the time of the year you would not have  
30 one member, they all would have gone to other



1 work?

2 MR. PESHEAU: No, because  
3 generally speaking, when the agreement is  
4 signed, the wages are upped and the camp  
5 conditions become better.

6 THE COMMISSIONER: And they  
7 want continuity there.

8 MR. PESHEAU: I think the case  
9 of Henry Saline is a very good case in point.  
10 He had one hell of a time keeping employees  
11 before the union was in. He has raised his  
12 wages, they are not up to par yet, his camp  
13 conditions are now good, the people have the  
14 right to grieve and the people stay and they  
15 also have a seniority clause in their agreement  
16 which gives them protection. This is what  
17 it creates.

18 MR. POLLOCK: What did he think  
19 about unionizing the camp?

20 MR. PESHEAU: Henry Saline  
21 has gone broke, not because of the union but  
22 I don't think he minded the union after we  
23 got in there. He really fought it before we  
24 got in there, for about 7 or 8 years before  
25 we actually got him certified. But after we  
26 got in there everything was all right.

27 MR. POLLOCK: Until he went  
28 broke.

29 MR. PESHEAU: Oh, he has gone  
30 broke two or three times.



1                   Section 48 of the Labour Relations  
2 Act grants an employer the freedom to express  
3 his views on union organization to his employees,  
4 provided he does not use coercion, intimidation,  
5 threats, promises or undue influence. We find  
6 that the interpretation of this section, by  
7 the employer and by the Labour Relations Board  
8 allows an employer as much latitude as he  
9 wishes to take to talk his employees out of  
10 joining the union. This generally occurs  
11 after the organizers have left the area (if they  
12 have been fortunate enough to get in). Through  
13 threats, promises, coercion and intimidation,  
14 a petition is prepared, and employees sign,  
15 usually, to hold their job. This petition  
16 goes to the Labour Relations Board and out  
17 goes the chance of certification.

18                   We have, many, many times gone  
19 to the board and these things are hard to prove,  
20 before the Labour Relations Board, but a  
21 petition suddenly develops, somebody has gone  
22 through the company office, sometimes passed  
23 around through the clerks, if it is not, it  
24 is passed around by an employee and he is told  
25 to tell the men "Well, if you won't sign it  
26 you can get the hell out of here". It is  
27 pretty hard to prove this before the board  
28 but this goes on more so in our industry because  
29 of the isolation, than any other industry,  
30 because the employer is, as I say, the little





king in the area.

Rules established by the Ontario Labour Relations Board in certification proceedings stipulate that a worker must sign an application and pay at least one dollar toward his initiation fee.

A condition peculiar to our industry is that there is seldom regular pay day. The workers are housed in company camps, paying board and room. All necessary purchases are made through a company store, on credit, and there is no necessity for a worker to have cash. The collection of one dollar is an impossibility in nearly all cases.

Although the rules of the Board have been altered so as to allow a worker to pay the one dollar in kind (cigarettes, tobacco, socks, etc.), this has not relieved the problem to any great extent because the rules are much too stringent. Furthermore, even if the camp is in close proximity to accessible population centres, many of these employers are in the habit of writing rubber cheques which cannot be cashed.

MR. POLLOCK: What does that mean?

MR. PESHEAU: That means that most of the time the employer has no money in the bank to cash a cheque and many, many times you will find that the cheques issued



1 by these people can't be cashed even in the area  
2 where they are. Most of the time you have  
3 to put them in the bank and wait until there is  
4 money in the bank to get them out.

5 THE COMMISSIONER: Is this the  
6 employer, the man who provides labour or is  
7 it the employer as a company, say a paper company.

8 MR. PESHEAU: No, I think what  
9 we are talking about is the independent man who  
10 hires his own labour. We are not talking about  
11 the big paper people.

12 THE COMMISSIONER: And he is  
13 cutting lumber for mills?

14 MR. PESHEAU: Sometimes he  
15 may have his own sawmill and cut pulp to sell  
16 to the company. This is generally the situation,  
17 he will have his own sawmill for saw logging  
18 and cuts will be sold to the other companies.

19 THE COMMISSIONER: You don't  
20 say that these men get no money at all in the  
21 course of their work, do you?

22 MR. PESHEAU: I am not saying  
23 that, sir, although we have, on quite a number  
24 of occasions ---

25 THE COMMISSIONER: You say on  
26 a number of occasions they pay the dollar in  
27 kind, cigarettes, tobacco, socks and one thing  
28 and another and you imply, certainly, that  
29 they may be going on there until the work is  
30 finished.



1 MR. PESHEAU: That is correct.

2 There are no regular paydays. In fact we  
3 have just established paydays with the big  
4 companies in the industry, just in this last  
5 round of negotiations. A man could get a  
6 cash order before, or he could pick up a  
7 cheque but, generally speaking, in these  
8 areas there is no need for cash. No need  
9 at all, because a man is completely isolated.

10 THE COMMISSIONER: I just wanted  
11 to be sure of the facts. You say - does the  
12 law of Ontario give the worker any security  
13 on what that employee will receive from the  
14 man for whom he is doing the work?

15 MR. PESHEAU: Yes.

16 THE COMMISSIONER: Then you  
17 don't mean to imply that these men don't get  
18 any wages?

19 MR. MIOR: Mr. Commissioner,  
20 Mr. Pollock, he has explained it, that  
21 periodically they give cheques.

22 THE COMMISSIONER: You don't  
23 mean to say that these cheques are the finality  
24 of things, that the cheque, which may not be  
25 payable today, is not payable next week?

26 MR. PESHEAU: Oh, no, I was  
27 going to get Mr. Mior to say how many woodsmen's  
28 liens we have used in the last year to collect  
29 on these rubber cheques we are talking about.

30 MR. MIOR: We find that we have





1 | been called upon to exercise what is known as  
2 | the Mechanics Lien Act for the purpose of  
3 | collecting wages. That is, we would get  
4 | an order to withhold the moving of any of this  
5 | wood to the point of delivery for the purpose  
6 | of compelling the person who is financing  
7 | the operation to pay the outstanding wages  
8 | or outstanding moneys to the workers. It is  
9 | the only procedure that we have available  
10 | to us for the purpose of collecting wages.  
11 | As Mr. Pesheau pointed out, under the terms  
12 | of our collective agreements we have definite  
13 | paydays. But where there are no collective  
14 | agreements, it has been historically adopted,  
15 | the procedure, in the manner in which they  
16 | pay or don't pay or issue credit. One is  
17 | that they don't necessarily keep or maintain  
18 | what we call a monthly earnings statement.  
19 | In fact, I believe that we often find that  
20 | they are in breach of what is known as, I  
21 | believe, the Wage Act, the one that states  
22 | that the employee must be presented with  
23 | his earnings, rates of pay, hours of work  
24 | and so on.

25 | MR. POLLOCK: The Hours of  
26 | Work and Rates of Pay Act.

27 | MR. MIOR: No, the Wage Act.  
28 | There is no description as to rates of pay  
29 | and earnings. There is, from time to time,  
30 | an allowance given on that which is presumed



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1 to be his earnings. The reason for my making  
2 that statement is that the worker would not  
3 necessarily be paid on the basis of time, or  
4 rate of pay per time. He would be paid on a  
5 production basis, so much per unit or so  
6 much for a number of units within a given period  
7 of time, and this can change from day to day;  
8 that is the rate of pay can change from day to  
9 day because the employer is free to change it.  
10 For this very reason it is obvious that the  
11 records of earnings are very difficult even  
12 to analyse at any time that any one examines  
13 them. The question of moneys, now, when we  
14 come to the rubber cheques or advances, what  
15 we call cash advances, sometimes these cash  
16 advances are not in the form of a bank cheque,  
17 it is an order to pay to a certain person, so  
18 much money and that would go through an arrangement  
19 with, we will say, the pulp and paper company  
20 who is purchasing the wood and the pulp and  
21 paper company would honour that cash order  
22 which is in the form of a cash order and he  
23 would wait and get this cash order on it and  
24 then the company would advance the bank cheque  
25 to him.

26 You can readily understand  
27 that this becomes a cumbersome procedure and  
28 it is obvious that these people do this from  
29 time to time but not too often because it is  
30 cumbersome and they try to have their procedure



1 to determine their credit with their creditors  
2 through their employer and their employer  
3 may pay through a wage assignment, moneys  
4 directly to the creditor of his employee. We  
5 encounter all of these types of procedures  
6 and they are very cumbersome to try to analyse  
7 and determine the man's actual earnings under  
8 this set-up because we don't know how many  
9 wage assignments he assigned or has signed out,  
10 or the number of wage assignments he has  
11 not signed out. We can't determine that.  
12 These are the problems we encounter when we  
13 attempt, then, to collect wages under the  
14 Mechanics Lien Act.

15 These are our problems, this  
16 is when they come to light.

17 MR. PESHEAU: Mr. Chairman,  
18 the rules for payment in kind by the Labour  
19 Relations Board were laid down in the case of  
20 Local 2995 in the case of Kapuskasing Local  
21 and M.J. Gerrard, some years ago. This is  
22 what they say.

23 The most perplexing problem in  
24 organizing our industry is the circumvention  
25 of the Labour Relations Act by employers by:-

26 (1) change of name

27 (2) contracting out to a  
28 contractor during organization or certification  
29 procedure:

30 (a) the nature and location of the undertaking.





- 1 (b) its remoteness from our accessibility  
2 to centres of population.
- 3 (c) the living conditions of the employees  
4 concerned during the period of their  
5 employment.
- 6 (d) the method and frequency of wage payments
- 7 (e) the length of time that employees must  
8 spend on the premises of the employer  
9 without contact with the outside world.
- 10 (f) the extent of the disclosures made by  
11 the applicant union as to the nature  
12 and value of the payment in kind, and
- 13 (g) what disposition the union officials  
14 made of the products received from the  
15 employers who paid in kind.

16 Now this is another problem.

17 We had, at that time, four or five boxes of  
18 tobacco in the union offices, packages of  
19 tobacco that we had accepted. We told the  
20 board that in this case in all likelihood  
21 we would be giving it to our sick members  
22 in the hospital or the Salvation Army or  
23 somebody like this and Mr. Finkleman was  
24 the one who made the remark and said "I don't  
25 think you are going to be allowed to do it  
26 because you must keep that tobacco". Now  
27 what are we going to do with it? The outcome  
28 of this case, this is very, very interesting,  
29 we lost certification here because of the  
30 fact that the union organizer had accepted, I



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1 think, one package of cigarettes and one pair  
2 of socks and that value was less than the  
3 dollar and he didn't tell the board this  
4 and out went the certificate.

5 But we simply say this, Mr.  
6 Chairman, that to be certified, we have  
7 to have the application and the one dollar  
8 payment, but to be decertified, we don't  
9 have to have a damned thing but a signature  
10 on a piece of paper filed with the Labour  
11 Relations Board. Now this is wrong.

12 THE COMMISSIONER: Well, you  
13 have to show before the Board the reasons  
14 that you allege for decertifying.

15 MR. PESHEAU: No, it only  
16 takes an application.

17 THE COMMISSIONER: But the  
18 application is heard and you have to have  
19 something to say about it. I suppose it is  
20 the union that is being decertified and they  
21 have something to say, all parties have  
22 something to say about it.

23 MR. PESHEAU: Yes, sir, but  
24 the application is made for termination of  
25 bargaining rights, it is made by a group of  
26 employees or one employee, or it is a number  
27 of signatures on a petition against the union,  
28 one employee or two employees represent those  
29 people there and if they can prove to the  
30 board that they don't want the union - and rightly



*Toronto, Ontario*

1 so, I am not arguing the case, but if they  
2 can prove to the Board that these people  
3 don't want the union, it doesn't cost them  
4 anything but to get into the union it costs  
5 a dollar, a dollar that the guy hasn't got.

6 THE COMMISSIONER: What do  
7 these men receive in wages, say?

8 MR. PESHEAU: It is very, very  
9 difficult to tell because they are paid on  
10 a piece-work basis generally, on so much  
11 per unit, so much per thousand or so much  
12 per cord.

13 THE COMMISSIONER: Just roughly,  
14 I don't expect any precise amount, but roughly  
15 what does the wage amount to in the course of  
16 a season? What would be a season, six months?

17 MR. MIOR: That is a very  
18 difficult one.

19 MR. PESHEAU: On a piece-work  
20 basis, to begin with we will take a union  
21 camp on piece-work basis, cut and piled  
22 pieces of wood, the earnings of the employee  
23 there depend upon the terrain, it depends  
24 upon the timber, it depends on how hard he  
25 works, it depends on all these things.

26 MR. POLLOCK: Well, average  
27 it out.

28 MR. PESHEAU: Average it out  
29 to what? In the union camp he gets \$10 a  
30 cord, we will say.





1 MR. POLLOCK: How long does  
2 it take him to cut a cord?

3 MR. PESHEAU: Some of them  
4 will cut anywhere between 3 and 9 cord a day  
5 in good timber, but depending on the timber.

6 THE COMMISSIONER: Now, you  
7 surely have some idea what, in the course of  
8 a season he would make - say six months.

9 MR. PESHEAU: If they work  
10 there six months, yes.

11 THE COMMISSIONER: I am assuming  
12 they do.

13 MR. PESHEAU: The average  
14 cut according to the statistics in the Department  
15 of Lands and Forests, the average piece-worker  
16 cuts three cords a day. Now depending on the  
17 price, our price, as I point out, in the  
18 union agreements is \$10, in these non-union  
19 outfits it could be anywhere from \$5 to \$9,  
20 somewhere in there - \$6.

21 THE COMMISSIONER: How many  
22 days a week?

23 MR. PESHEAU: In there you  
24 work seven days.

25 MR. MIOR: Using the statistics  
26 we used during the last round of negotiations  
27 it showed that the piece-workers right across  
28 the board, in the pulp and paper industry,  
29 were earning in the vicinity of \$33 per day  
30 worked and then they had an additional allowance



1 of \$4 per day for power saws which gave them  
2 somewhere in the range of \$36, to 38 total for  
3 the day. And this is for the days worked.

4 MR. PESHEAU: This is for  
5 union camps. It would be less in other  
6 places.

7 THE COMMISSIONER: Let us get  
8 the union camp first - \$38 a day.

9 MR. MIOR: They work a five-  
10 day work week, Monday to Friday inclusive,  
11 union camps.

12 MR. POLLOCK: Out of that  
13 \$38 a day he supplies his own saw, does he?

14 MR. MIOR: That is right.

15 MR. POLLOCK: He would have  
16 maintenance on that, it is driven by gasoline  
17 and he buys that?

18 MR. PESHEAU: And he pays  
19 \$1.75 a day for board.

20 MR. POLLOCK: \$1.75 a day for  
21 board and he pays for all his benefits. He  
22 doesn't get any unemployment insurance benefits?

23 MR. MIOR: Oh, he does.

24 MR. POLLOCK: The company pays  
25 that?

26 MR. MIOR: Oh, yes, he is an  
27 employee of the company.

28 THE COMMISSIONER: Well, what  
29 does that average out? What is his net a day?

30 MR. MIOR: I couldn't answer that



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1 question with any great intelligence. Are you  
2 including the fringe benefits, all of the  
3 fringe benefits?

4 MR. POLLOCK: What are the  
5 fringe benefits?

6 MR. MIOR: He has his vacation  
7 with pay, he would have an allowance for his  
8 medical, surgical, hospital care plan, he  
9 would have holidays with pay.

10 MR. POLLOCK: He can't have  
11 those twice, we have vacations with pay.

12 MR. PESHEAU: Holiday with  
13 pay is different than vacation, like Thanksgiving  
14 and so forth.

15 THE COMMISSIONER: Would he  
16 average about \$30 a day net?

17 MR. PESHEAU: In excess of  
18 that, I would say between \$35 and \$40 a day,  
19 somewhere in there.

20 THE COMMISSIONER: That is  
21 \$150 a week, more than that.

22 MR. PESHEAU: I would say that  
23 is about the average in the camp.

24 MR. MIOR: That is the piece-  
25 worker. Then we have the day worker.

26 THE COMMISSIONER: Between  
27 \$150 and \$175 a week.

28 MR. PESHEAU: That is right.

29 THE COMMISSIONER: He would  
30 have very little opportunity to spend that when





1 he is at work.

2 MR. PESHEAU: That is right,  
3 except there is one difference between union  
4 camps and non-union camps. We have found  
5 that our union camps now are mostly accessible  
6 by car. For instance, 70 miles out of here  
7 we have got three camps at Abitibi, 100 miles  
8 this way, in that area, we have got maybe 8  
9 or 9 camps of Great Lakes. Our union camps  
10 are mostly accessible by car and he can get  
11 out. The ordinary bush worker now is a  
12 family man coming home on weekends or  
13 coming home twice a week. This is what we  
14 have said when we say we have brought him  
15 up from a second-class citizen to a point  
16 where he has taken his rightful place in  
17 society.

18 THE COMMISSIONER: Let us  
19 take the un-unionized, how would you say that  
20 they would average out? You have some idea,  
21 surely.

22 MR. MIOR: It is only hazarding  
23 a guess and we are kind of hesitant because  
24 we find so many different situations. Let me  
25 say this: As a rule now - I am speaking in  
26 general terms, Mr. Commissioner, and I trust  
27 the record will show this - if the union rate  
28 to cut and pile a cord of wood is in the  
29 vicinity of \$9, the rate for a non-union camp  
30 would be somewhere between \$5 and \$7. This



1 would be the comparison.

2 THE COMMISSIONER: Would you  
3 mind just repeating that, I don't quite follow  
4 it.

5 MR. MIOR: If the union rate  
6 to cut and pile a cord of pulp wood is in  
7 the bracket of around \$9 per cord, to perform  
8 that same amount of work, produce that one  
9 cord of wood in a non-union camp, it would  
10 range anywhere between \$5 and \$7 per cord.

11 THE COMMISSIONER: You mean  
12 to say that is the difference simply because  
13 of lack of unionization?

14 MR. PESHEAU: Well, it must  
15 be, sir.

16 MR. MIOR: I have made the  
17 statement and it is well founded. We may  
18 find another case where the union rate is  
19 \$9, operating alongside of the union camp  
20 there is a small operator who doesn't want  
21 the union to get in and he also will pay  
22 \$9. But the purpose there is to make certain  
23 that there is no cause for the union to come  
24 in and organize his employees. So we have  
25 that case also to consider when we are examining  
26 this matter as to whether the rates of pay  
27 or earnings in a non-union camp can compare  
28 to those in a union camp.

29 THE COMMISSIONER: I would  
30 think, if you were interested in organizing



1 those men, you would know what their conditions  
2 of work are, including wages.

3 MR. PESHEAU: Sir, that is an  
4 impossibility because the man himself doesn't  
5 even know. I am simply standing here and  
6 telling you that the man who is there can't  
7 tell you what he makes per day, per week  
8 or anything else; all he knows is when the  
9 employer is good enough to give him a scale  
10 sheet or a pay statement, then he knows  
11 what he has earned but for us to walk in and  
12 say to X piece-worker, "What did you make  
13 yesterday?" or "What did you make last week?",  
14 he couldn't tell us what he made last week;  
15 it would be impossible.

16 THE COMMISSIONER: You say  
17 the tendency is for these people to live at  
18 home and go by car?

19 MR. PESHEAU: This is in our  
20 union camps, sir.

21 THE COMMISSIONER: Not in the  
22 others.

23 MR. PESHEAU: In our union  
24 camps I can walk up to any of our union  
25 piece-workers and say "What did you make  
26 yesterday" and he would say "I have got 5½  
27 cords at so much. These are my earnings  
28 yesterday", but not in non-union camps.

29 MR. MIOR: I believe there  
30 is one part here that we have not dealt with





1 in the brief and that will explain further,  
2 Mr. Commissioner, one of the points that  
3 you had raised briefly, and that is the  
4 piece-worker, was he an employee or not,  
5 at least this was part of the question and  
6 we will be dealing with that matter just  
7 a little later on in this brief.

8 MR. PESHEAU: We will be  
9 coming into that very shortly.

10 (3) contracting out to persons  
11 who never were contractors

12 And I might say a word of  
13 explanation on this, number one, we are dealing  
14 with a more or less bona fide contractor who  
15 has contracted in the bush before. In number  
16 three we are dealing with a situation where  
17 the employer or the licensee will contract  
18 his operation out to the cook and that cook  
19 then becomes the contractor. This is what  
20 we are talking about in (3) and (4) forcing  
21 each pieceworker to sign a contract of  
22 service. The problem can be one or a  
23 combination of the above.

24 MR. POLLOCK: Just before we  
25 go any further, this came upon me by surprise,  
26 the changes you are suggesting about organization.  
27 If I understand it, you want two things, you  
28 are suggesting actually three things in this  
29 first part of your brief, so far. You are  
30 saying that you want to have written into the



1 contract or the land-use permit, a provision  
2 relating to the permission of credentialed  
3 persons, union organizers onto the premises.  
4 That would solve your problem as far as the  
5 second point is concerned, which I understand  
6 to be by legislation making these areas  
7 accessible.

8 MR. PESHEAU: Right.

9 MR. POLLOCK: And the third  
10 point is that you quarrel with the payment  
11 of a dollar?

12 MR. PESHEAU: It is not that  
13 we quarrel with the payment of the dollar,  
14 it is a situation where the guys just haven't  
15 got the dollars and when we walk in, it is  
16 always after hours, the company immediately  
17 closes the store and they can't even get a  
18 package of tobacco to give to us. So it  
19 is impossible.

20 MR. POLLOCK: The philosophy  
21 behind that, of course, as you know is to  
22 show that the man has some interest in joining  
23 the union and it is a small enough amount of  
24 money in today's figures.

25 MR. PESHEAU: We are not  
26 opposed to the dollar payment where we can  
27 collect it.

28 MR. POLLOCK: What do you  
29 suggest in the alternative rather than doing  
30 away with the requirement altogether?



1 MR. PESHEAU: I point out, Mr.  
2 Chairman, that all it takes for a camp to  
3 get rid of a union is a signature. Now, if  
4 a guy is going to sign an application that  
5 he wants a union, that signature on that  
6 application should be just as good a signature  
7 for decertification. It should be the same  
8 thing. He can sign "I want the union in" or  
9 he can sign "I don't want the union in". But  
10 if he signs "I want the union", he has to pay  
11 a dollar. If he signs "I don't want the  
12 union" he gets away scott free.

13 MR. POLLOCK: You are suggesting  
14 on that basis ----

15 MR. PESHEAU: .... there should  
16 be cancellation of that dollar altogether.  
17 There should be just the signature on the  
18 application.

19 THE COMMISSIONER: On the  
20 average that you have given, that man must  
21 be getting over \$20 a day and he must, at  
22 some time or other get money because these  
23 contra-accounts won't cost \$20 a day, and  
24 yet you suggest he hasn't a dollar.

25 MR. PESHEAU: I am suggesting,  
26 sir, and maybe you don't understand - these  
27 non-union camps, the ones we are talking about,  
28 are anywhere from 10 to 100 miles away from  
29 anywhere. Generally speaking, there is no  
30 road in, maybe in the winter there is a road





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1 and none in the summer because of the frost  
2 in winter. There is no necessity, sir, for  
3 them to have 5 cents cash in their pockets  
4 because the company owns the land, the company  
5 supplies the clothing - they don't supply  
6 it but they sell it - they sell the tobacco,  
7 they sell the clothing, the man doesn't have  
8 to pay cash for one thing in the camp. When  
9 we walk in there, although the man may have  
10 \$20 thousand coming to him on his pay sheet,  
11 he still hasn't got a cent in his pocket.

12 This is what we are saying

13 MR. POLLOCK: And the requirement  
14 of the Labour Relations Act, that at the time  
15 you get him to sign, you have to get the \$1?

16 MR. PESHEAU: You have to  
17 get him to get a dollar or a dollar in kind.

18 MR. POLLOCK: Perhaps we can  
19 resume this at 2:15.

20 ---At 1:00 p.m. the hearing adjourned until 2:15 p.m.  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30



1 ---At 2:15 p.m., the Hearing resumed.

2 MR. POLLOCK: I think when  
3 we adjourned this morning, we were discussing  
4 the other problems that you encounter in  
5 organizing the industry.

6 MR. PESHEAU: Right. Mr.  
7 Chairman, I heard you two people discussing  
8 the land-use permit. I think possibly I  
9 should try to clear up some of the issues  
10 with regard to the land-use permit which I  
11 filed this morning.

12 There are three things involved  
13 when a person wants to get timber to cut.  
14 No. 1, he gets a licence for the limit, that  
15 is the first thing he gets, and that will name  
16 the species of trees that the licence covers.  
17 Then he will get what is known as a cutting  
18 permit, and before he can actually start to  
19 cut, he has to have this cutting permit. Then,  
20 if he is going to erect structures or build  
21 roads or use the land for any purpose - clear  
22 it, for instance - he has to have the land-use  
23 permit and this almost makes it patented  
24 property, only it is for a given length of  
25 time. So there are three things - the limit  
26 licence, the cutting permit and the land-use  
27 permit.

28 THE COMMISSIONER: What does  
29 he do under the licence?

30 MR. PESHEAU: The licence means



1 that he has the control over the species of  
2 timber that is named in his licence.

3 THE COMMISSIONER: Has he the  
4 right under a timber licence ordinarily -  
5 ordinarily a timber licence enables you to  
6 go onto land and cut.

7 MR. PESHEAU: No.

8 THE COMMISSIONER: That was  
9 the original licence in this province.

10 MR. PESHEAU: He gets his  
11 licence and that doesn't give him any rights  
12 except as to the species of trees and the Crown  
13 Timber Act is fine enough that if anyone  
14 goes in on that area and cuts any of that  
15 species of trees, he has the right to seize  
16 that.

17 MR. POLLOCK: He has the right  
18 to cut that timber in that area?

19 MR. PESHEAU: Not until he  
20 gets a cutting permit. He has to get a  
21 cutting permit also.

22 THE COMMISSIONER: What is his  
23 right under the licence alone?

24 MR. PESHEAU: Just to hang  
25 onto the timber.

26 THE COMMISSIONER: That is all?

27 MR. PESHEAU: That is right.

28 THE COMMISSIONER: He has the  
29 right to the timber and then he can demand  
30 the permit?





1 MR. PESHEAU: He can demand  
2 the permit and then if he is going to build  
3 lands or roads he has to get what is know as  
4 a land-use permit, so there are the three things.

5 THE COMMISSIONER: Does he  
6 have to do anything under the licence?

7 MR. PESHEAU: Pretty well,  
8 Your Honour, because they take the licence  
9 away on him, if he doesn't operate or if he  
10 doesn't need the timber. They take the  
11 licence away.

12 THE COMMISSIONER: He has to  
13 work the timber.

14 MR. PESHEAU: Right. But to  
15 get the cutting permit he has to file a plan  
16 of how he is going to cut it, what he is going  
17 to do with it and so on. This is the cutting  
18 permit.

19 THE COMMISSIONER: I suppose  
20 they have regulations regarding cutting and  
21 he has to conform?

22 MR. PESHEAU: Right.

23 THE COMMISSIONER: Then if he  
24 gets his cutting licence he is pretty well  
25 able then to go in and look after the land  
26 and to get what he wants which is the timber?

27 MR. PESHEAU: That is right,  
28 but if he is going to build a road or a camp  
29 site, he also has to have this land-use permit.

30 THE COMMISSIONER: Do you mean



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1 to say that although he has the right to a  
2 licence and the right to cut, he still has  
3 to get permission to get there?

4 MR. PESHEAU: Oh, yes, sir.

5 THE COMMISSIONER: That may  
6 be.

7 MR. PESHEAU: Many of them  
8 if they got a licence, say, that they were  
9 going to cut in the wintertime, adjacent,  
10 say, to Cochrane, they wouldn't build a road  
11 or they wouldn't build a plant. They would  
12 just cut a swath through the bush for the  
13 men and the machines to go in and they  
14 wouldn't need a road and they wouldn't need  
15 this permit.

16 THE COMMISSIONER: A permit  
17 to do that simply specifies the regulations  
18 which he is bound by.

19 MR. PESHEAU: Right.

20 MR. MIOR: It is a question  
21 of compliance with the regulations laid down  
22 by the Minister in the licence and that is  
23 all it is.

24 THE COMMISSIONER: Once he  
25 gets a licence, then he is subject to regulation.

26 MR. MIOR: That is right.

27 THE COMMISSIONER: But you can  
28 get a permit other than for cutting purposes  
29 or other than building road purposes, can't you?

30 MR. PESHEAU: Right.



1 THE COMMISSIONER: Could you  
2 get a shooting licence under the permit?

3 MR. PESHEAU: No. Your hunting  
4 licence is a permit under the Department of  
5 Lands and Forests, but it is under a different  
6 branch than the timber branch.

7 MR. POLLOCK: You couldn't  
8 make a preserve of land if you wanted to, for  
9 private hunting or something?

10 MR. PESHEAU: No, but with this  
11 permit and with the road you could forbid  
12 people to go in there and hunt because you  
13 control the road. If they want to walk  
14 through the bush they could go in that way.

15 While there has been some  
16 relief from the problem on change of name, it  
17 has been insignificant, and there has been  
18 no relief on the other problems, although we  
19 have, on numerous occasions, made representations  
20 to the different departments of Government.

21 What we say there, Mr. Commissioner,  
22 is simply this, that there were some changes  
23 made to the regulations with regard to the  
24 change of name of a company but it was  
25 certainly insignificant in our case because  
26 names change in this situation over night  
27 although we have been successful where we have  
28 had an agreement to have the rights transferred.

29 When an employer changes  
30 his name, or contracts out his work, and we





1 once again organize the workers, if they can  
2 withstand the intimidation, coercion, for the  
3 period of time necessary for such procedure,  
4 we find another change of name or another  
5 contractor. This is exactly what goes on.

6 The worst method of circumvention  
7 by the employer is where he has each individual  
8 pieceworker sign a contract of service and in  
9 the eyes of the Board they then become contractors,  
10 not employees.

11 Employers attempted for many  
12 years to use this method of circumvention but  
13 to no avail because the contract form was not  
14 acceptable to the Board. However, in 1958-59  
15 the form of contract was perfected by none  
16 other than the Hydro Electric Power Commission  
17 of Ontario to keep the union from organizing  
18 the employees who were working on the slash.  
19 Since that time we have consistently run up  
20 against this form of contract.

21 These persons who were and are  
22 employed by Hydro do exactly the same work as  
23 our piece-worker in the industry, and that is  
24 the reason the perfected form of contract  
25 was so easy to apply to other company operations.

26 What we are saying here, Mr.  
27 Chairman, is simply this, that the Hydro employs  
28 people on their slash and they are doing  
29 exactly the same work as our piece-workers under  
30 a union contractor. It is by contract, it is



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1 by the cord, by the acre or this and that, but  
2 this is the form of contract that is in your  
3 book, but I deal with this contract form first.  
4 Now, most of the people who want a job with  
5 Hydro on the slash - and you can readily  
6 understand that the education is lacking in  
7 many, many cases. Secondly, where they  
8 first used this was in the Kapuskasing area  
9 where nobody understands or speaks English.  
10 To get a contract, each individual slasher  
11 had to sign that document.

12 THE COMMISSIONER: Just what  
13 is a slasher?

14 MR. PESHEAU: That is where  
15 they cut the trees for the head pond.  
16 they take all the trees out as pulp and saw  
17 logs and afterwards it is flooded. They flood  
18 it to the high water mark after the dam is  
19 built. It is exactly the same work. Mr.  
20 Chairman, that was in that form and that was  
21 in English and there weren't five per cent of  
22 the people on the job who spoke English and  
23 hardly anybody could read and write and this  
24 automatically made these people contractors  
25 rather than employees of Hydro.

26 Mr. Chairman, the conditions,  
27 if you will look at (c) of the addendum, the  
28 conditions that were set up at that time  
29 and previous to that and still exist on Hydro  
30 slash, are a disgrace to the Province of Ontario -



1 a complete disgrace - and it is all because of  
2 the fact that they will not recognize these  
3 people as employees but individual contractors.  
4 Even the rates - we have slashing contracts,  
5 we have had them with Hill-Clark-Francis, we  
6 have had them in other places, even the rates  
7 are less than half the union rate.

8 Mr. Chairman, along with that,  
9 once they became a contractor under this agreement,  
10 they lost their rights to workmen's compensation,  
11 to unemployment insurance, to health, health  
12 acts, to work with pay, to vacation with pay,  
13 to every other act that applies to labour to  
14 an employee.

15 THE COMMISSIONER: They had a  
16 contract in the sense that they were individual  
17 employees?

18 MR. PESHEAU: They were  
19 individual contractors because this came before  
20 the Labour Relations Board in this form.

21 THE COMMISSIONER: I suppose  
22 they could unite as contractors?

23 MR. PESHEAU: That is a pretty  
24 hard thing to do, you can't organize them into  
25 the union.

26 THE COMMISSIONER: You are  
27 outside of the Act, but you are more independent.

28 MR. MIOR: Sir, when you raised  
29 this point, we have examined that aspect very  
30 closely and the question is, supposing we were





Toronto, Ontario

1 to put all of them off on strike and they would  
2 all strike, could we get hooked under the  
3 Combines Act?

4 THE COMMISSIONER: No, you are  
5 serving your own interest, the wage interest.

6 MR. MIOR: We could set a  
7 price per acre which would be a fixed contract  
8 price for a group of contractors who could,  
9 in turn, become employers.

10 MR. PESHEAU: The brotherhood,  
11 our union, tried to organize the bush workers  
12 down along the tri-states, they call them,  
13 along the south shore of Lake Superior, and  
14 because it was on a piece-work basis - I don't  
15 know your Combines laws in Canada, but I  
16 do know that because this was on a piece-work  
17 basis, our union was taken up under the Combines  
18 Act in the United States and we had to drop  
19 the whole thing.

20 THE COMMISSIONER: I would like  
21 to see what the issues were.

22 MR. PESHEAU: It was not.  
23 Anyway, Mr. Chairman, this is really, really  
24 ridiculous that this goes on and this contract  
25 here, perfected by Hydro, with my money and  
26 your money in time, is the one that is being  
27 used pretty well throughout by all of the  
28 people who want to get away from ----

29 THE COMMISSIONER: Could you  
30 spare us a copy of that?



1 MR. PESHEAU: It is in your  
2 brief, sir.

3 I would like to also draw to  
4 your attention another part of that exhibit  
5 and that is a letter dated November 8th, 1961  
6 addressed to Jean Lapointe, who was the  
7 Business Representative of the Carpenters'  
8 Union on that project at that time. He says:

9 "At your meeting with Project  
10 Manager at Little Long Generating  
11 Station on October 31, 1961  
12 you complained that Ontario  
13 Hydro was not using carpenters  
14 to erect the living quarters  
15 of the woods clearing contractors.

16 As explained to you at the  
17 above meeting, the contract  
18 between the Commission and  
19 the woods clearing contractor  
20 states that the contractor may  
21 request Ontario Hydro to provide  
22 materials for the erection of  
23 his living quarters. The contract  
24 does not call on the Commission  
25 to assume any responsibility for  
26 the erection of these dwellings.  
27 Nor does the contract stipulate  
28 that the contractor must obtain  
29 his materials from Ontario Hydro.  
30 The contractor is free to obtain



1 the materials for his living  
2 quarters from any source."

3 And this is the nub of the whole problem. We  
4 had a situation in there where people were  
5 living in a hole in the ground and I think  
6 the exhibits will show that.

7 I want to also draw the  
8 Commission's attention to the second letter  
9 that is attached to the back of that contract  
10 and in the third paragraph it says:

11 "It is agreed that you will  
12 perform the said work under  
13 this agreement as an independent  
14 contractor and in no sense  
15 as an employee of the Commission."

16 Under these individual contracts  
17 the employer is no longer responsible toward  
18 his employees for:-

- 19 (1) Workmen's Compensation  
20 (2) Unemployment Insurance  
21 (3) Vacations with Pay  
22 (4) Health (Public Health Act)  
23 or any benefit in any other Act of parliament.

24 The end result of contracting  
25 out are the camp conditions of non-union camps  
26 in our addendum, which by the way, are contrary  
27 to the Public Health Act, and are an actual  
28 health hazard.

29 I might also point out, Mr. Chairman,  
30 that they are contrary to the Crown Timber Act.





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1 If the Minister of Lands and Forests complied  
2 with the Public Health Act, Section 9 (1) of  
3 the regulation says:

4 "The licensee shall not erect  
5 or permit or cause the erection  
6 of any building on any part  
7 of a licenced area until he  
8 has received written notification  
9 that in the opinion of the  
10 Minister, under section 9 of  
11 the Act, exclusive possession  
12 of such will be covered if  
13 the building is necessary for  
14 incidental operations."

15 Now, along with that, if you will look at the  
16 land-use permit, the section I drew your  
17 attention to, it said we would be okayed by  
18 the Department of Lands and Forests and "shall  
19 be kept in a clean and sanitary condition..."  
20 at all times - the camps. Certainly the  
21 argument must be that a camp to be built under  
22 the authority of the Minister of Lands and  
23 Forests should at least comply with the minimum  
24 requirements of the Public Health Act of the  
25 Province of Ontario and if they don't they  
26 shouldn't be allowed to be built.

27 THE COMMISSIONER: Have you the  
28 citation from the Public Health Act?

29 MR. PESHEAU: I don't think I  
30 have an exhibit of the Public Health Act, but I



1 have the regulations here.

2 THE COMMISSIONER: Section?

3 MR. PESHEAU: It is called  
4 Regulations under the Public Health Act, Ontario  
5 Regulation 504 and this lays out the camp  
6 section.

7 MR. POLLOCK: What was the  
8 section you read?

9 MR. PESHEAU: The whole thing  
10 concerned the camps in the area, all the  
11 regulation concerned medical and camp.

12 MR. POLLOCK: I suppose really  
13 what you are saying is that if you could get  
14 all these people together not to work under  
15 these conditions, you could clean them up.

16 MR. PESHEAU: Well, Mr. Chairman,  
17 I am going to come to that a little later.

18 One can readily see that with  
19 the poor wages and poor conditions in these  
20 non-union camps, that the employees are  
21 anxious for organizing and union protection.  
22 One can readily see also that there is no  
23 legal means to organize these people and  
24 therefore there is only one avenue open for  
25 these workers to obtain their just rights,  
26 and that is strike action.

27 Now, we are simply saying this ---

28 MR. POLLOCK: Let me stop you  
29 for a minute. It is open to them to organize  
30 but because they want the employment, I suppose



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1 they need it economically, they sign these  
2 contracts and if the conditions are that bad  
3 and they can't stand the working conditions  
4 then I am sure that Hydro would not be able  
5 to employ enough people to make it worthwhile  
6 to run these things. But unfortunately,  
7 human nature being what it is, they find  
8 enough people to work under these conditions.

9 MR. PESHEAU: There are devious  
10 ways and means because they will even get a  
11 guy to sign this, an ordinary man who is  
12 getting a job, saying he is out of work, he  
13 is not employed, his family may be hungry,  
14 he will sign that contract any time at all  
15 to get work. And then when he goes in on the  
16 job ---

17 THE COMMISSIONER: Are you sure  
18 they don't make allowance for that in the rates  
19 they pay?

20 MR. PESHEAU: How do you mean?

21 THE COMMISSIONER: Make allowance  
22 for the construction of his own camp.

23 MR. PESHEAU: No, they pointed  
24 out, I think the average they paid on the Little  
25 Long Hydro Project slash was \$125 an acre and  
26 our union agreement in the same area at the same  
27 time with Hill-Clark-Francis was \$290 an acre.

28 THE COMMISSIONER: Theirs was  
29 what?

30 MR. PESHEAU: Anywhere from





1 \$90 to \$125 an acre. In addition to that, the  
2 people under our contract got paid for the  
3 pulpwood they cut at so much a cord and these  
4 people didn't get paid for it.

5 THE COMMISSIONER: Well,  
6 of course, we would have to see what the Hydro  
7 has to say about this.

8 MR. POLLOCK: Of course, all  
9 this material really goes to the background  
10 of some of the strikes. So far as our terms  
11 of reference are concerned, it forms an  
12 informative base.

13 MR. PESHEAU: Right, we said  
14 at the start of our brief that we have to  
15 look into the background of what was causing  
16 these strikes in order to deal with the rest  
17 of it and we are simply saying that these  
18 difficulties that we have run into on organizing  
19 is going to cause a strike of the unorganized  
20 bush workers in Northern Ontario. This is  
21 what is going to come and it is not in the  
22 too far distant future either because we  
23 have got to get busy. We have not done too  
24 much, we have tried to get changes in  
25 legislation to give us some rights to organize  
26 them legally but, if we can't organize them  
27 legally, we are going to organize them  
28 anyway.

29 THE COMMISSIONER: What percentage  
30 of the workers are organized?



1 MR. PESHEAU: I would say we have  
2 about 65 per cent, 70 per cent, somewhere in  
3 there.

4 THE COMMISSIONER: How many?

5 MR. PESHEAU: About 70 per  
6 cent organized, about 25 or 35 per cent  
7 unorganized.

8 MR. POLLOCK: Not a bad average.

9 MR. PESHEAU: It is not good  
10 enough when you look at those pictures

11 THE COMMISSIONER: When was  
12 your last organization?

13 MR. PESHEAU: We are continually  
14 trying to organize, sir.

15 THE COMMISSIONER: What was  
16 the last organization that you made, the last  
17 unit?

18 MR. MIOR: The last attempt,  
19 which was a futile attempt was the Sicouni  
20 Lumber, situated on the Red Lake Road. It is  
21 a lumber producing company and a pulpwood  
22 supplying company.

23 THE COMMISSIONER: When did  
24 you have your last successful attempt?

25 MR. MIOR: Matthews.

26 THE COMMISSIONER: When was  
27 that?

28 MR. PESHEAU: I will go into  
29 that a little later, it is in the back of the  
30 book here.



1                   So, Mr. Chairman, that is exactly  
2 what we have said. Up until now we have  
3 dealt with the strike causing problems of  
4 organizing. I don't want to use threats  
5 or intimidation or anything. All we are going  
6 to say is that we are going to organize these  
7 people. These people want organization and  
8 we are going to organize them.

9                   THE COMMISSIONER: What were  
10 the conditions when you first organized them?  
11 You were successful in organizing 70 or 75  
12 percent.

13                  MR. PESHEAU: The same conditions  
14 as you see there.

15                  THE COMMISSIONER: You were  
16 able to get them in some way.

17                  MR. PESHEAU: We didn't have  
18 the Ontario Labour Relations Act at that time.  
19 until 1947. As we pointed out in our brief,  
20 our last major strike was in 1946. We have  
21 organized other companies since. We have  
22 some very, very good employers in the pulp  
23 and paper industry, very good people, who  
24 recognize the union automatically, as soon  
25 as we can show them we have a fair representation.

26                  THE COMMISSIONER: So you are  
27 up against almost the bottom of the barrel  
28 without any implications at all.

29                  MR. PESHEAU: But we wish we  
30 were down that far.





1 MR. POLLOCK: Some of these  
2 pictures here, in Exhibit C ---

3 MR. PESHEAU: That is Hydro.

4 MR. POLLOCK: They are pretty  
5 terrible conditions but I hazard if you went  
6 out in some odd cases you would find people  
7 living in these conditions off the Hydro  
8 development.

9 MR. PESHEAU: No, not quite  
10 that bad. I will agree with you on Exhibit B  
11 but not on C. I have never seen anything  
12 like that in my life.

13 MR. POLLOCK: I have and I am  
14 much younger than you.

15 MR. PESHEAU: I haven't. I  
16 actually haven't. This was terrible, completely  
17 terrible.

18 MR. MIOR: If I may, Mr.  
19 Commissioner, without belabouring it, this  
20 was not a Hydro project. The White Dot, we  
21 travelled by airplane, it was in the middle  
22 of winter, we landed on the lakes and these  
23 slashes were located over a vast area of  
24 approximately 12 to 15 miles square and I  
25 went on foot, unloaded from the plane on foot.  
26 I travelled from one hovel to another hovel  
27 and I was not too sure if my eyes were seeing  
28 things or not, but I saw a pile of logs and  
29 I thought I saw smoke emerging from the logs  
30 so I went and checked it at closer range and I



Toronto, Ontario

1 discovered that it was, in fact, a shack. Now,  
2 coming in out of the sunlight, to try to walk  
3 into the shack, I met one person outside the  
4 door, spoke to him and he then invited me  
5 into the shack and it was a shack of approximately,  
6 I would say, 5 feet in height at the highest point,  
7 with a sloped roof and the logs on the walls  
8 would be about that high (indicating). There  
9 were no windows, there was a hole for the door  
10 and when I walked in, of course, I was blinded  
11 by coming out of the bright sunlight and into  
12 total darkness. The lad that I had encountered  
13 first sat me down, he saw that I was blinded  
14 so he sat me down. It took about 15 minutes  
15 before my eyes would adjust in the darkness  
16 and the smoke was also penetrating my eyes  
17 and I discovered then that there was a hole  
18 in the ground, there was no floor but there  
19 was a hole in the ground in the centre of  
20 the shack and there was an open fire burning  
21 and there was a hole in the roof and there  
22 were four people living in that building.

23 THE COMMISSIONER: Who had  
24 built it?

25 MR. MIOR: They had built  
26

27 THE COMMISSIONER: It was, so  
28 far as they were concerned, satisfactory?

29 MR. PESHEAU: Not satisfactory.

30 THE COMMISSIONER: It was the



1 way they prepared their own shack, they were  
2 to look after their own lodgings.

3 MR. PESHEAU: That may be  
4 correct, sir, but we simply say that these  
5 are ordinary piece-workers working for the  
6 Hydro and the Ontario Government at these camps  
7 should be setting an example.

8 THE COMMISSIONER: Are those  
9 people working now from year to year?

10 MR. PESHEAU: Right now there  
11 is slash going on north of Sault Ste. Marie  
12 and I would imagine there is some slash  
13 going on between Cockrane and Toronto at  
14 the present time under these conditions.

15 THE COMMISSIONER: Is Hydro  
16 the licensee of these lands?

17 MR. PESHEAU: I would imagine  
18 that Hydro has a land-use permit if they  
19 haven't got the land outright from the Ontario  
20 Department.

21 THE COMMISSIONER: So they  
22 tell these men to go on that land and cut  
23 logs and they are paid by the logs they  
24 delivery.

25 MR. PESHEAU: No, they are  
26 paid by the acre for brushing and burning.

27 THE COMMISSIONER: I suppose  
28 there is a limit of size?

29 MR. PESHEAU: Yes.

30 MR. POLLOCK: So it is to their





1 interest to keep their overhead down, I suppose,  
2 if they can throw this shack up, as Mr. Mior  
3 described.

4 MR. MIOR: Just for the  
5 information of the Commissioner, I worked for  
6 Hydro under these conditions. I have actually  
7 worked for them.

8 MR. POLLOCK: I suppose you  
9 could buy a tent and put it up and spend as  
10 much money as you wanted?

11 MR. MIOR: Yes. We were  
12 barred from their camps, construction camps.  
13 This is the project just north of Nipigon.  
14 I worked for in excess of one year for the  
15 Hydro and some of these conditions that we  
16 were compelled to live under were similar  
17 although we did take better care of the kind  
18 of accommodation we prepared for ourselves  
19 but, in that case the Pine Portage Project,  
20 Hydro made it a point to supply us with all  
21 the material that was required. At White  
22 Dot, the place where I explained the building  
23 there, the Hydro would not supply the material  
24 from which to build these camps. In Pine  
25 Portage we did have Hydro supplying us with  
26 the materials and there was just the question  
27 of our own labour involved to prepare a  
28 reasonably comfortable camp to live in.

29 However, I was fully familiar  
30 with Hydro operations and while the contract



1 that we signed was not quite as detailed as  
2 this one here for conditions, it was a contract  
3 whereby we were not treated as employees of  
4 Hydro and this was in 1949, 1950. At that  
5 particular time, it didn't read as employees.  
6 We had started off the operation as employees.  
7 Along came Hydro and said, "Well, now, we are  
8 moving you to the next location and here is  
9 the rate that we are going to pay you per  
10 acre", and "Will you sign this?", so we signed  
11 it and the first thing we discovered was that  
12 somebody injured himself on the job and  
13 applied for compensation and no compensation,  
14 workmen's compensation, and it was then that  
15 we discovered that they were treating us as  
16 contractors and not piece-workers. It was  
17 at that particular time that we discovered this.  
18 At that particular time, of course, Hydro was  
19 in some difficulty with the Workmen's Compensation  
20 Board of Ontario and, therefore, Hydro assured  
21 the Workmen's Compensation Board that there  
22 would be moneys to pay the assessment that  
23 the Workmen's Compensation levies against the  
24 employers, that they would have money set  
25 aside to pay the Workmen's Compensation for  
26 contractor A, contractor B, contractor C and  
27 so on, and this is the way they got around it  
28 at that particular time, and that was in 1949  
29 or 1950.



1 don't like to criticize unnecessarily, and I  
2 think we have dealt a little bit with Hydro.  
3 I think that possibly the people in southern  
4 Ontario and many people in this area believe  
5 that Hydro is a real good employer. As far  
6 as we are concerned, as the Lumber and Sawmill  
7 Workers Union, they are the worst in the  
8 Province of Ontario and I am going to read  
9 you a piece on the birth of great social  
10 and economic force and it is put out by the  
11 Provincial Council of Carpenters at the convention  
12 in 1930:

13 "General Superintendent March  
14 stated that the General  
15 Carpenters were enduring  
16 deplorable conditions at the  
17 Chat Falls which were a  
18 disgrace to any government.  
19 He stated that also workers  
20 on the Nipigon Hydro Project  
21 (that is right out here)  
22 had been working from 7:00  
23 a.m., to 10:00 p.m., seven  
24 days a week for the past  
25 three months and when the  
26 superintendent was confronted  
27 with this situation, he had  
28 stated that they were spending  
29 government money. Therefore,  
30 they could not afford to build





1 extra shacks in which to house  
2 the workers."

3 Now this was back in 1930 and Hydro policy  
4 has not changed one little bit. They are the  
5 worst employers as far as we are concerned  
6 in Northern Ontario, and it was they who  
7 perfected this contract with my money.

8 Next to the organizational  
9 difficulties we have outlined, is what is  
10 referred to as managements residual rights  
11 to change schedules of production, introduce  
12 new methods and machines, change methods of  
13 payment from hourly rate to piece-work rates,  
14 et cetera. This is causing a tremendous amount  
15 of frustration in our industry. In one decade  
16 the method has changed from the horse and  
17 buggy days to the sophisticated machine age.  
18 Of course changes in methods and the introduction  
19 of machines had to come. Our union has taken  
20 the position that we are not opposed to change  
21 but that our members are not going to pay for  
22 such change through unemployment and less take  
23 home pay. The changes in our industry are so  
24 rapid and of such a number that by the time  
25 the ink is dry on a new agreement it is outdated  
26 and hardly recognizable as applying to the  
27 operation. We have not been able to find the  
28 procedure of allowing changes during the period  
29 of the Agreement and at the same time protecting  
30 our members, although we have done considerable



1 work in that area and we find that this  
2 explodes into a strike situation at the bargaining  
3 table each round of negotiations.

4 Mr. Chairman, I don't think  
5 there is a union or a bunch of companies that  
6 have done more work on these problems than  
7 the lumber and sawmill workers in our industry.  
8 I would like to file with you a copy of our  
9 agreements because I think they may come in  
10 handy to you. The only problem we have now,  
11 Mr. Chairman, is that we can't find ways  
12 and means of allowing change and yet allowing  
13 the workers to have their rights to agree  
14 to those changes.

15 MR. POLLOCK: I might say that  
16 you are not alone in that quest. It is a  
17 very difficult problem.

18 MR. MIOR: If I may, on this  
19 point, we have had a complete operation, a  
20 complete woods operation for the supply of  
21 the same company's mill at Terrace Bay, change  
22 within the period of a year and a half, a  
23 complete change whereby all our piece-work  
24 rates governing the classifications which  
25 were in effect at the time we had negotiated  
26 the agreement, became obsolete. They no  
27 longer applied, they were all new job  
28 classifications with the exception of the  
29 delivering process of the wood from the forest  
30 to the mill site. For instance, all our operation



1 was on a cut and skid operation basis. The  
2 agreement had set out the rates, terms and  
3 conditions on piece-work basis. The company  
4 made certain changes in their method of a  
5 cut and skid operation and, therefore, the  
6 conditions which we had set out in the  
7 agreement were no longer applicable and they  
8 had a brand new, complete operation outside  
9 of the terms of the agreement as far as wage  
10 rates were concerned, to the piece-workers.

11                   Fortunately, this is only  
12 fortunate, we were able to sit down with the  
13 company and negotiate during the term of the  
14 agreement, rates and conditions to govern  
15 the complete change, but, supposing, Mr.  
16 Chairman, we had failed in this effort to  
17 bring about rates and conditions covering  
18 the whole changed method of operation, then  
19 under the terms of the agreement we would have  
20 been forced to go to an arbitration board and  
21 have the board rule on it.

22                   Now, we have given powers and  
23 you will find it under Article 8 of those  
24 collective agreements where we have given an  
25 arbitration board powers. In addition to  
26 the normal powers that you will find under  
27 the terms applicable, we were under the Labour  
28 Relations Act and that is power that they  
29 can consider wage rates or new job classifications  
30 under a section of the agreement and to





1 establish their rates, therefore. But even  
2 then, we would be burdening an arbitration  
3 board with the task of setting wage rates  
4 where the two parties who are best familiar  
5 with the operations could not resolve them  
6 themselves and here we are asking for an  
7 arbitration board to assume that responsibility  
8 to set the wage rate.

9 THE COMMISSIONER: Did it do so?

10 MR. MIOR: No, as I said  
11 we were fortunate in this case, we were not  
12 compelled to call upon them. Now then, if  
13 we did call upon an arbitration board and they  
14 set the rate, the board may have set the  
15 rates high. The company would be free then  
16 to change their method of operation. There  
17 would be nothing compelling the company to  
18 maintain that method of operation. If the  
19 company had set the wage rates low, then the  
20 union, the workers would refuse to work, either  
21 quit or go on strike or take some kind of  
22 action.

23 THE COMMISSIONER: Well, was  
24 that change made as a result of a government  
25 order?

26 MR. MIOR: No.

27 THE COMMISSIONER: Did it  
28 contradict any provision in the agreement?

29 MR. PESHEAU: No, not necessarily.

30 THE COMMISSIONER: Well, if it



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1 changed the whole basis of compensation, why  
2 wouldn't it?

3 MR. PESHEAU: Well, we had a  
4 section in our agreement that says any change  
5 to existing job classifications - this was  
6 under the old agreement.

7 THE COMMISSIONER: Was the  
8 existing basis of compensation applicable to  
9 the new scheme?

10 MR. PESHEAU: No.

11 THE COMMISSIONER: I would say  
12 that was a contradiction.

13 MR. PESHEAU: We have a clause  
14 in our agreement now, the fact that there was  
15 a completely different set-up than what he is  
16 talking about, we have a provision that they  
17 can't change from day-work rates to piece-  
18 work rates without agreement and so on on  
19 the same job but they can set up a new job  
20 classification in any way they like. We  
21 don't know the answer. We are not a strike-  
22 happy union, I can assure you of that, and  
23 the last thing we want to do is go on strike.  
24 But when you run into these situations where  
25 the whole operation is changed and you have  
26 no say in anything but the rates and then  
27 you set the rate by arbitration, it is causing  
28 quite a schemozzle at the bargaining table.

29 The compulsory conciliation  
30 procedure of the Ontario Labour Relations Act



1 with its inherent delays, manoeuvring and  
2 frustrations is of prime concern to our union  
3 as it is to many unions, and was the cause of  
4 a strike in Kimberly Clark Pulp and Paper  
5 Limited and Spruce Falls Power and Paper  
6 Company Limited in 1963 when three of our  
7 members were shot dead and eight other  
8 wounded.

9 Both parties to an agreement  
10 use this legislation to manoeuvre into a  
11 favourable position. It causes insincere  
12 bargaining at all levels because both parties  
13 do not have to lay their cards on the table  
14 until the last step in the procedure.

15 We believe conciliation procedure  
16 would be much more beneficial to negotiating  
17 parties if it were made voluntary, at the  
18 request of both parties, if it were granted  
19 earlier in the negotiations procedure, and  
20 also if the parties had the right to take  
21 economic action at the expiry of the contract  
22 unless the time was extended by mutual consent.

23 We have had the sad experience -  
24 and it is in the back of the brief - actual  
25 experiences in labour disputes. This is what  
26 caused the strike and, by the way, we have  
27 also had experience in that one in compulsory  
28 arbitration because that is the way it was  
29 settled and we don't like it, I can assure you.

30 Picketing





1                   On the matter of picketing we  
2 agree with the Ontario Federation of Labour  
3 that we should amend our laws and procedures in  
4 order to avoid strikes, thereby eliminating  
5 the necessity of picketing     We also believe,  
6 as they say, that every worker has the right  
7 to demonstrate on a picket line and any  
8 curtailment of that right can only lead to  
9 disrespect for the laws.

10                   It would be much better for  
11 our society if legislation was enacted,  
12 prohibiting an employer whose plant has been  
13 struck, from hiring strike breakers or scabs  
14 as they are generally referred to in the  
15 trade union movement, thereby protecting  
16 the job of a worker who has temporarily  
17 withdrawn his labour to improve his standard  
18 of living.

19                   THE COMMISSIONER:     You are not  
20 troubled with that.

21                   MR. PESHEAU:     With what?

22                   MR. POLLOCK:     Strike.

23                   THE COMMISSIONER:     With strike  
24 breakers?

25                   MR. PESHEAU:     No, not very much.

26                   Injunctions

27                   The matter of injunctions has  
28 been dealt with to a great extent by various  
29 parties. Suffice for us to say we support  
30 the representations made to you by the Ontario



1 Federation of Labour: "Injunctions have no  
2 place in labour disputes and should be  
3 discontinued."

4 We would bring to your attention  
5 another matter of concern to Northern Ontario  
6 upon the issuance of an injunction. When  
7 temporary injunctions are issued, it usually  
8 becomes a permanent injunction due to the  
9 distance of the Supreme Court from the area,  
10 which is the only court with the authority  
11 to deny a continuance of an issued injunction.  
12 This places persons in Northern Ontario at a  
13 disadvantage compared to those who are in  
14 close proximity to Toronto.

15 MR. POLLOCK: Why?

16 MR. PESHEAU: We have had some  
17 injunctions issued against us and rather than  
18 go through the lengthy procedure and delays  
19 of having them lifted, they have remained  
20 permanent.

21 MR. POLLOCK: It is not a  
22 question of being a distance from Toronto.  
23 It takes two hours to get from Toronto to  
24 Port Arthur.

25 MR. PESHEAU: There is a  
26 little bit of money involved there too, there  
27 is \$7<sup>1</sup>/<sub>2</sub> plane fare and a few other things.

28 MR. POLLOCK: If you want to  
29 make a telephone call you could make a telephone  
30 call to a Toronto lawyer and talk to him on the



1 phone.

2 MR. PESHEAU: But our lawyer  
3 has had to require witnesses because the  
4 company lawyer and people who represent the  
5 Crown in these cases - well the company  
6 lawyer ----

7 MR. POLLOCK: We would like  
8 it to be the Crown, but it isn't

9 MR. PESHEAU: The company  
10 lawyer demanded witnesses so this where we  
11 dropped the issue.

12 THE COMMISSIONER: Yes, he  
13 might ask you to send witnesses. How often  
14 do you have a Supreme Court judge here in  
15 the city?

16 MR. PESHEAU: I don't know,  
17 I don't get tangled up with the law too often,  
18 sir.

19 Summary

20 We have tried to present to your  
21 Commission as briefly as possible those  
22 issues which have a bearing on the matter  
23 before you.

24 We believe that to look only  
25 at what happens after a strike commences and  
26 during the course of a strike without examining  
27 what causes strikes, is not being realistic.  
28 We believe the causes of strikes should be  
29 investigated and given careful consideration.

30 May we summarize:





1 (1) The rights of a worker to belong to a  
2 union of his choice should be protected  
3 by laws which would allow organizers  
4 access to camps in our industry.

5 (2) Amendments should be made to the Labour  
6 Relations Act in line with Section 10(A)  
7 of Bill 78 passed by the Quebec  
8 Legislature at the 26th session.

9 This is on change of names and  
10 so on. I will file the bill if you so desire.

11 (3) The Labour Relations Board should change  
12 its rules concerning the payment of  
13 one dollar minimum on application for  
14 certification.

15 (4) The Labour Relations Board must change  
16 its policy and refuse to accept the  
17 argument of a company that an individual  
18 piece-worker becomes a contractor simply  
19 because he is forced to sign a contract  
20 in order to be able to work.

21 (5) That the Department of Lands and Forests  
22 enforce the Crown Timber Act as it is  
23 written and disallow any change in  
24 cutting permits and licences which  
25 are used solely to circumvent a worker's  
26 rights under the Labour Relations Act.

27 MR. POLLOCK: Are any details  
28 of the signing of these contracts brought  
29 before the Labour Relations Board when you  
30 determine whether this man is an independent



1 contractor or not?

2 MR. PESHEAU: Once the issue  
3 goes before the Board, we make an application,  
4 say, for 100 men. It goes before the Board,  
5 the company lawyer immediately stands up and  
6 files all the contracts and that is the end  
7 of the case.

8 MR. POLLOCK: You don't  
9 attempt to argue that these contracts were  
10 signed as contractors?

11 MR. PESHEAU: We were able  
12 to defeat them on those contracts prior to  
13 Hydro perfecting this one. After that we  
14 never had any more argument against them.  
15 (6) That the Department of Lands and Forests  
16 change its policy and allow only  
17 buildings and living quarters which  
18 comply with the Public Health Act on  
19 the licenced area.

20 MR. POLLOCK: That would penalize  
21 those licenced contractors, wouldn't it?

22 MR. PESHEAU: Well, we don't  
23 recognize such a thing as a contractor, operator  
24 or contractor or independent contractor's  
25 rights to build a building or live on an area  
26 contrary to the regulations of the Public  
27 Health Act which are a minimum.

28 MR. POLLOCK: All these people  
29 under these conditions, when they sign  
30 a contract, so far as you are concerned, are



1 living in sin; you are prohibiting that.

2 MR. PESHEAU: That is right.

3 MR. POLLOCK: You want to keep  
4 them off the property.

5 MR. PESHEAU: There must be  
6 other ways and means. If it is Hydro, for  
7 instance, on slash, there is nothing to stop  
8 them from building the camps for those people,  
9 that are up to standard and up to par.

10 MR. POLLOCK: Except the  
11 contract says they don't have to and if these  
12 people want to work on these things, they  
13 have to comply with the Public Health Act.

14 MR. PESHEAU: Right and we  
15 say that then the Minister of Lands and Forests  
16 should not allow this on Crown land.

17 MR. POLLOCK: Perhaps that  
18 position might not be too popular with those  
19 people.

20 MR. PESHEAU: It is pretty  
21 popular with the people.

22 MR. POLLOCK: Why don't they  
23 build different houses, then?

24 MR. PESHEAU: The particular  
25 one he mentioned, the Hydro would not give them  
26 the material to build.

27 MR. POLLOCK: They are cutting  
28 it down all around.

29 MR. PESHEAU: That is what he  
30 said, they have no window, no door, they have a





1 blanket hanging over the door. These ones  
2 in Kapuskasing were 50 miles back in the bush,  
3 some of them 60 or 70 miles back in the bush.  
4 These were the best conditions that these people  
5 could get to live in.

6 THE COMMISSIONER: Would those  
7 people generally be married men?

8 MR. PESHEAU: Some of them  
9 would be and some not.

10 THE COMMISSIONER: Would they  
11 go home?

12 MR. PESHEAU: Not too often, sir.

13 THE COMMISSIONER: They were  
14 too far away?

15 MR. PESHEAU: Quite a number  
16 of them would be single men. The odd one would  
17 be a married man.

18 THE COMMISSIONER: How long  
19 would they work at a time, a whole year?

20 MR. PESHEAU: Well, up there  
21 worked they / until we gave Hydro three days to  
22 straighten the mess up and then they were fired.  
23 I don't know, maybe six months, maybe three  
24 months, maybe a year, but when they leave they  
25 are gone, they are out of it. They don't go  
26 back.

27 THE COMMISSIONER: That is they  
28 cleaned up that section.

29 MR. PESHEAU: Their contract  
30 covered a certain patch and when they finish



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1 that, if they get another patch okay, and if  
2 they don't, okay.

3 THE COMMISSIONER: I expect the  
4 Hydro has carefully observed every implication  
5 of a contract with an independent contractor  
6 and they say "Here, we allow you to put up  
7 buildings under our permit but you have got  
8 to comply with the Health Act".

9 MR. PESHEAU: That is right.

10 THE COMMISSIONER: And they  
11 don't.

12 MR. PESHEAU: Then the Hydro  
13 should be responsible.

14 THE COMMISSIONER: Well, the  
15 Hydro would come right back upon the workman.

16 MR. PESHEAU: If they have  
17 the land-use permit, it is not the ordinary  
18 guy who has a land-use permit, or the cutting  
19 permit, it is Hydro.

20 THE COMMISSIONER: They are  
21 supposed to look after that themselves. I am  
22 strictly speaking from the terms of the contract.

23 MR. PESHEAU: We agree, we  
24 say that this contract is the ruination of  
25 Northern Ontario, this one here.

26 MR. POLLOCK: You could also say  
27 that if it was put to these people, "Either  
28 live in those conditions or build yourself  
29 a better house or get off the premises", which  
30 do you think they would do?



1 MR. PESHEAU: And one other  
2 thing, or go on strike. This is what we have  
3 been pointing out.

4 MR. POLLOCK: Which of those  
5 alternatives would you pick - live in poor  
6 conditions, build a satisfactory premises at  
7 your own expense or leave the premises?

8 MR. PESHEAU: Or go on strike,  
9 you should add that one because the slashers  
10 at Long Lac decided to go on strike and we  
11 went to Toronto to meet Hydro to see if we  
12 could settle it before they went on strike  
13 and Hydro said, "Give us three days and we  
14 will fix everything up". They sure did; they  
15 fired everyone who supported the union on the  
16 job.

17 MR. POLLOCK: Then going on  
18 strike was not very realistic so let us go  
19 back to the original ones that I proposed.

20 MR. PESHEAU: Well, sir, you  
21 can't expect these people - how can you expect  
22 an ordinary guy who has an axe and a power  
23 saw and a blanket or bed-roll, to go into a  
24 bush and build himself a place to live that  
25 is in compliance with the Public Health Act?

26 MR. POLLOCK: You were the one  
27 who suggested it. You suggested the Department  
28 of Lands and Forests change its policy and  
29 allow only buildings and living quarters which  
30 comply with the Public Health Act on the licenced





1 area.

2 MR. PESHEAU: Right, and we  
3 say this is not the licenced area that this  
4 guy has, Hydro has the licenced area, Hydro  
5 are the people who have the licenced area.  
6 It was them who got the licence to cut the  
7 timber.

8 MR. POLLOCK: It is within  
9 a licenced area.

10 MR. PESHEAU: That is right,  
11 Hydro has the licence and Hydro has the cutting  
12 permit. This what they have got and Hydro  
13 should be responsible for seeing that the  
14 buildings comply.

15 MR. POLLOCK: Except that  
16 they sign up this contract and there it says  
17 that you provide your own housing. Unless you  
18 want to take that away from them and then that  
19 is something different.

20 MR. PESHEAU: We have simply  
21 put our views on these contracts before you  
22 and we have told you what they cause.

23 THE COMMISSIONER: If the Hydro  
24 were able to put those buildings up,  
25 instantly it would take the role of an employer.  
26 It wants to avoid that.

27 MR. PESHEAU: Hydro?

28 THE COMMISSIONER: Yes, in the  
29 construction of these shacks.

30 MR. PESHEAU: These slash camps



1 that we are talking about, and the slash  
2 is in conjunction with the construction of a  
3 dam. They have got their own construction  
4 outfit right there. Hydro constructs all  
5 their own dams.

6 THE COMMISSIONER: What is  
7 the relevancy of constructing the dams?

8 MR. PESHEAU: They have the  
9 carpenters right there, they have the material  
10 right there.

11 THE COMMISSIONER: I know they  
12 have, they could do it, but they say "If we  
13 did that we would leave ourselves open to  
14 the charge that we are really the employers".  
15 Now they want to avoid that and their answer  
16 would be "We think we make a sufficient  
17 allowance in the remuneration we pay those  
18 men to enable them to put up this hut. Half  
19 a dozen of them can get together and build  
20 a satisfactory camp". I am just speculating  
21 on what their answer would be.

22 MR. PESHEAU: Well, we have  
23 met Hydro, sir, and they just say that they  
24 have nothing to do with the slasher, that  
25 he is an independent contractor and that is it.

26 MR. POLLOCK: That is in general,  
27 what we have been saying.

28 MR. PESHEAU: But we have  
29 also been pointing out to you what it causes  
30 and we are trying to tell you, when you are



1 delving into labour disputes in Ontario and we  
2 are trying to tell you that this is going to  
3 cause a blow-up up here in Northern Ontario  
4 unless we can do something about it and unless  
5 we can do something about it it is going to  
6 blow up.

7 THE COMMISSIONER: How many men  
8 do you think are involved in this particular  
9 feature?

10 MR. PESHEAU: In the Little  
11 Long Lac project there were only 200 slashers.  
12 I think there were 245 on White Dot.

13 THE COMMISSIONER: Would that  
14 be the total engaged by Hydro for that purpose  
15 in this section of the province?

16 MR. PESHEAU: Yes.

17 MR. MIOR: On a given project.

18 MR. PESHEAU: They might have  
19 two projects on at the same time. For instance,  
20 they might have Otter Rapids and something else.

21 THE COMMISSIONER: Have they  
22 any other projects?

23 MR. PESHEAU: They have the  
24 clearing of the rights-of-way for their lines  
25 and so on. They have got slashers working  
26 for them all the time, Hydro.

27 (7) That conciliation be voluntary rather  
28 than compulsory.

29 (8) That drastic legislature changes be made  
30 in managements rights to change method of





1 operation, method of payment, et cetera  
2 or that unions be given the right to  
3 strike on these issues during the  
4 term of the collective agreement.

5 I have pointed out to you people that we have  
6 done a hell of a pile of work on this and this  
7 is the only answer we can see. If a company  
8 is going to change the whole operation after  
9 an agreement is signed and can't recognize  
10 the agreement as applying to it and certainly  
11 if they have this right, then we should have  
12 the right to say "No, we are not going to do  
13 that".

14 (9) We submit that injunctions have no  
15 place in Labour Relations and should be  
16 discontinued and any Acts contrary  
17 to law should be dealt with in the regular  
18 manner.

19 (10) The hiring of strike breakers during a  
20 strike should be prohibited.

21 We thank you for the opportunity  
22 of making this representation to you and would  
23 be pleased to provide your Commission with  
24 any additional information we may have on matters  
25 raised in this submission.

26 MR. POLLOCK: Thank you very  
27 much, Mr. Pesheau.

28 MR. PESHEAU: Were there any  
29 other questions?

30 MR. POLLOCK: No, I think we are



1 much indebted to you for your very able presentation  
2 of this brief. You have given us some cause  
3 to think when we switch on our electric lights.

4 We will break for five minutes.

5 ---Short recess.  
6

7 MR. POLLOCK: The Caland Ore  
8 Company Limited, Mr. Mathews or Mr. Ribotto.

9 MR. MATHEWS: Mr Commissioner,  
10 Mr. Ribotto will be presenting the brief of  
11 the company. It may be that you have already  
12 read it, it is not too long, but he would be  
13 glad to read it to you if it be of assistance  
14 and I am here to attempt to answer any questions  
15 which might be of a legal nature. Mr. Ribotto  
16 is very capable of answering any questions  
17 regarding the actual occurrence referred to  
18 in the brief and Mr. Whitman was also present  
19 on the property in charge of the operation.  
20 He can answer any questions arising specifically.

21 MR. POLLOCK: Well, I have  
22 some marginal notes here which, perhaps, we  
23 can discuss as we reach them, if you want to  
24 go through the brief in that order.

25 MR. RIBOTTO: I would be glad  
26 to read it. Is that what you would like me  
27 to do? We don't have many side comments  
28 on the brief itself. It is very simple and  
29 deals solely with one subject, that of what  
30 we think is a classic case of necessity and of



1 justification for an ex parte injunction.

2 This brief is being presented  
3 to you as an example of where an ex parte injunction  
4 was necessary in order to terminate an unlawful  
5 activity. In this case a third and completely  
6 innocent party was adversely affected through  
7 unlawful means by the employees of another  
8 company engaged in a dispute with their  
9 employer.

10 Description of Caland's Operations

11 Caland Ore Company Limited, a  
12 subsidiary of Inland Steel Company of Chicago,  
13 operates an iron ore mine at Falls Bay of  
14 Steep Rock Lake in the Township of Atikokan.  
15 The ore is processed at the mine site and it  
16 is then shipped via the Canadian National  
17 Railways to Port Arthur, from where it is  
18 transported by boat to the steel mills of  
19 Inland Steel Company at Indiana Harbour, Indiana.  
20 Carland has invested in excess of \$75,000,000 in  
21 developing the mine. The ore body is leased  
22 from Steep Rock Iron Mines Limited and under  
23 the terms of the lease Caland is required to  
24 pay Steep Rock a royalty on ore shipments.

25 MR. POLLOCK: Steep Rock own  
26 the property?

27 MR. RIBOTTO: Yes, and we have  
28 a lease on it.

29 At the time of the incidents  
30 referred to in this brief, local Union 5855 of





1 the United Steelworkers of America was the  
2 bargaining agent for the employees of Caland  
3 and Local Union 3466 of the United Steelworkers  
4 of America was the bargaining agent for the  
5 employees of Steep Rock Iron Mines. Neither  
6 company had any Collective Agreement with any  
7 other union. These conditions remain unchanged  
8 today.

9 Work Stoppage and Picketing

10 Caland was advised on July 31,  
11 1965 that certain employees of Steep Rock Iron  
12 Mines, who were subject to the provisions of  
13 a Collective Agreement which was in effect from  
14 July 1, 1963 to April 30, 1966, engaged in a  
15 work stoppage in violation of that Agreement and  
16 in violation of The Labour Relations Act of  
17 Ontario. No employees of Caland were involved  
18 in that work stoppage and there was no dispute  
19 between the employees of Caland and the Company.

20 MR. POLLOCK: Geographically,  
21 in the same area of Caland's operation, does  
22 Steep Rock carry out any operations?

23 MR. RIBOTTO: Steep Rock has  
24 an operation about two miles west of us which,  
25 by road, is about 14 miles - as the crow flies,  
26 about two miles.

27 MR. POLLOCK: So that as far  
28 as access routes are concerned, they are  
29 serviced by the same access routes?

30 MR. RIBOTTO: We are serviced



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1 by different roads. We are serviced by the  
2 same railroad but on different spurs. The  
3 roads are completely separate.

4 MR. POLLOCK: But as far as  
5 Caland's operation is concerned, it is independent  
6 of anything in Steep Rock?

7 MR. RIBOTTO: Yes, the ore  
8 bodies are not connected.

9 MR. MATHEWS: Nothing to do  
10 with Steep Rock at all.

11 MR. RIBOTTO: On August 3, 1965,  
12 the employees of Steep Rock who were engaged  
13 in the work stoppage, in addition to picketing  
14 the premises of Steep Rock Iron Mines, installed  
15 a picket line on the spur line of the Canadian  
16 National Railway servicing Caland's mine.

17 MR. POLLOCK: That is a separate  
18 spur, is it?

19 MR. RIBOTTO: At the point they  
20 installed the service line it was a point that  
21 serviced both properties. There was a main  
22 line which comes off the Canadian National  
23 Railway and that branches off into two lines.  
24 For them to have picketing just the Steep  
25 Rock would have meant they would have had to  
26 go inside the Steep Rock property which they  
27 could not do on a picket line.

28 MR. POLLOCK: So the picketing  
29 was, of necessity, on this common spur?

30 MR. RIBOTTO: That is right.



1                   As a result of this picket line,  
2                   the train crew of the Canadian National Railway  
3                   refused to cross the picket line for the purpose  
4                   of delivering cars of supplies and empty ore  
5                   cars to Caland and for the purpose of  
6                   transporting cars of Iron ore from the mine  
7                   to Port Arthur in accordance with the  
8                   contract existing between Caland and the  
9                   Canadian National Railway. The purpose of the  
10                  picketing clearly was designed to interfere  
11                  with the operations of Caland.

12                 MR. POLLOCK: Did they make  
13                  any differentiation between those trains  
14                  running to Caland and those running to Steep  
15                  Rock?

16                 MR. RIBOTTO: There were no  
17                  trains running to Steep Rock, there was no  
18                  need of any trains running to Steep Rock  
19                  because they were tied down tight because  
20                  of the complete strike that was going on there.

21                 MR. POLLOCK: Would the strikers  
22                  know when the trains went by that these trains  
23                  were going to Caland and not to Steep Rock?

24                 MR. RIBOTTO: I would say, yes,  
25                  they could know this for the simple reason that  
26                  if they went to Steep Rock they would serve  
27                  no particular purpose. They could bring empty  
28                  cars there but no one was there to fill them.

29                 THE COMMISSIONER: Then they  
30                  must have been taking cars that had been loaded





1 before the strike.

2 MR. RIBOTTO: These cars were  
3 empty cars that were going to come into Caland  
4 so that they could be loaded to transport  
5 ore out again and there was no purpose in doing  
6 this for Steep Rock because there was no way  
7 for the Steep Rock people to load cars.

8 THE COMMISSIONER: Then it was  
9 only a question of loading?

10 MR. RIBOTTO: Loading ore cars,  
11 yes, we would of course be getting supplies  
12 into Caland, propane in particular.

13 MR. POLLOCK: Was there any  
14 discussion with the union at this time with  
15 relation to the separation of picketing as  
16 far as Caland trains were concerned and Steep  
17 Rock Trains.

18 MR. RIBOTTO: The pickets who  
19 were actually conducting the picketing were  
20 spoken to and they understood very clearly  
21 that they were preventing the flow of ore cars  
22 and supply cars to Caland and this is what  
23 they intended to do.

24 MR. MATHEWS: That is in the  
25 material that was used on the injunction. I  
26 might say that I have prepared two copies of  
27 the brief that I had on the injunction proceedings  
28 in the Supreme Court showing the material upon  
29 which the injunction was obtained and if it would  
30 be of assistance to the Commission, these are the



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1 two photocopies.

2 MR. POLLOCK: This will be  
3 Exhibit 1.

4 EXHIBIT NO. 1 to the Caland Ore Submission:

5 Photocopies of brief on  
6 Injunction Proceedings in  
7 the Supreme Court

8  
9 The parties named here, Ralph  
10 Sanders, Gordon White, Edward Peeble, they  
11 are, I take it, employees of Steep Rock?

12 MR. MATHEWS: Yes, who were  
13 active on the picket line.

14 MR. POLLOCK: Picketing this  
15 railroad spur?

16 MR. MATHEWS: Yes. I might  
17 say that is one of the difficulties you  
18 face in an injunction proceedings, that you  
19 must get individuals because the union is not  
20 a legal entity and you have to get individuals  
21 who are active themselves.

22 MR. POLLOCK: Once you get your  
23 order, it has the same effect.

24 MR. MATHEWS: Oh, yes, it has  
25 the same effect then, if you get it on the terms  
26 in which we got it.

27 THE COMMISSIONER: Really, if  
28 they put the picket up beyond where the two  
29 branches take place, there would have been  
30 no objection, they could have picketed Steep Rock.



1 MR. MATHEWS: As far as Caland  
2 was concerned there would be no objection, no.

3 THE COMMISSIONER: And the  
4 union said, "Here is part of the railroad that  
5 you ran over, and we will block the whole  
6 thing".

7 MR. MATHEWS: That is right.

8 THE COMMISSIONER: They had  
9 no real purpose in picketing you, did they?

10 MR. RIBOTTO: As a matter of  
11 fact there was no use in picketing the line  
12 to Steep Rock because there was no one there  
13 to load any cars anyway.

14 THE COMMISSIONER: But they had  
15 some reason for picketing you?

16 MR. RIBOTTO: Oh, yes, we know  
17 of some reasons.

18 THE COMMISSIONER: Because you  
19 had a contractual relationship with Steep Rock?

20 MR. RIBOTTO: Yes, and perhaps  
21 they thought we might have come to some agreement  
22 with Steep Rock to settle their dispute in  
23 some way.

24 MR. POLLOCK: It says every  
25 10 that Caland takes out is a dollar in Steep  
26 Rock's pocket which doesn't help them.

27 THE COMMISSIONER: That didn't  
28 last very long before the Court did it?

29 MR. MATHEWS: No, it was not  
30 a very sound reason.





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1 THE COMMISSIONER: Well, you  
2 might continue.

3 MR. POLLOCK: Just let me  
4 finish reading the order.

5 MR. RIBOTTO: Mr. Mathews has  
6 suggested to me that I should make it clear that  
7 although we mentioned that Local 5855 was the  
8 bargaining agent for the employees of Caland,  
9 we should also make it clear that we had an  
10 agreement in effect at that time.

11 On August 4, 1965 in the morning,  
12 employees of Steep Rock who were engaged in the  
13 work stoppage, established a picket line at  
14 the highway entrance to Caland's property and  
15 this had the effect of preventing all but a few  
16 of Caland's employees from reporting for day  
17 shift. This line was removed and Caland's  
18 employees reported for work later on in the  
19 morning.

20 The picketing on the spur line  
21 continued and resulted in blocking railway  
22 service to the property. The resultant  
23 cessation of railway service was causing  
24 irreparable damage because Caland could neither  
25 ship ore nor receive necessary supplies. At  
26 the time of the incident Caland was shipping  
27 about 200 railway cars of ore a day to Port  
28 Arthur and a boat carrying the ore left Port  
29 Arthur at least every two days. As a result  
30 of the picketing on the railroad spur, one



1 boat contracted for had to leave Port Arthur  
2 with less than a full load. Had the picketing  
3 continued, other boats would have been sent away  
4 empty. Furthermore, unless the shipment of  
5 ore was resumed promptly it would have been  
6 impossible for the Company to honour its con-  
7 tractual commitments with Inland Steel before  
8 the end of the 1965 shipping season.

9 I might point out that our  
10 company supplied and still does, about a third  
11 of the total ore body for its own steel plant.

12 MR. POLLOCK: You are a wholly  
13 owned subsidiary?

14 MR. RIBOTTO: We are wholly  
15 owned subsidiary.

16 MR. POLLOCK: So you would not  
17 have had any kind of strike clause in your  
18 agreement?

19 MR. RIBOTTO: It would be  
20 pointless because the company is only interested  
21 in one thing and that was our ore.

22 MR. POLLOCK: As far as  
23 irreparable damage is concerned in that  
24 second paragraph, really, there was no damage  
25 to the plant, the mine that would occur,  
26 physical damage. This was monetary damage,  
27 loss of the profits, loss of these contracted  
28 ships so that if there was some method of  
29 satisfying this type of a contract in damages,  
30 in money damages, they would have been adequate.



1 MR. RIBOTTO: Yes, I would say  
2 yes, insofar as damages to the company alone is  
3 concerned. Of course, this doesn't take care  
4 of damage to the employees, damage to the  
5 suppliers.

6 MR. POLLOCK: As far as the  
7 contractual basis of damages is concerned,  
8 it could have been satisfied by money?

9 MR. MATHEWS: I would say this,  
10 but bearing in mind again that there were three  
11 individuals, now 200 railway cars of ore per  
12 day, large ore carrying boats going away empty,  
13 I would suggest to you that three employees  
14 of Steep Rock would hardly be in a position  
15 to compensate Caland for that.

16 MR. POLLOCK: No, if the union  
17 itself, if the steelworkers union were liable  
18 for these damages, they could have satisfied  
19 the damage.

20 MR. MATHEWS: But judging by  
21 the length of time it took in Quebec to recover  
22 judgment for the loss that the Gaspé Copper  
23 Mine sustained and the number of appeals and  
24 that sort of thing, it has been a matter of  
25 5 or 6 years at least now and it is not over  
26 yet apparently. I rather think it would  
27 take a good many years before any settlement  
28 would be in a position where it could be  
29 recovered.

30 MR. POLLOCK: I think probably the





1 same argument would apply to any kind of a  
2 damage action involving this type of thing  
3 between two companies, one against the other.

4 THE COMMISSIONER: But the  
5 fact is this is an illegal strike and illegal  
6 picketing.

7 MR. MATHEWS: Completely  
8 illegal.

9 MR. POLLOCK: Was it an illegal  
10 strike?

11 MR. MATHEWS: Oh, yes, at  
12 Steep Rock even.

13 MR. RIBOTTO: They were  
14 operating under their collective agreement  
15 at the time.

16 MR. POLLOCK: But your  
17 argument would be the same even if it was  
18 a legal strike because, so far as you were  
19 concerned, you had no dispute with your union.

20 MR. RIBOTTO: That is right

21 MR. MATTHEWS: Except it would  
22 have made it even stronger.

23 MR. RIBOTTO:

24 The Injunction

25 Through its counsel, the Company  
26 applied for and was granted on August 5th an  
27 ex parte injunction restraining picketing of the  
28 railroad spur and the Company's premises. As  
29 a result of this, the picket line was removed  
30 from the railroad spur during the early morning



1 hours of August 6th and normal rail service  
2 restored promptly.

3 MR. POLLOCK: Could I ask why  
4 the injunction was ex parte? Was there no  
5 notice at all given?

6 MR. MATHEWS: There was no  
7 notice at all given for this reason, we  
8 considered the urgency of the matter, we  
9 considered the fact that it would have taken  
10 a matter of days to have served notice because  
11 Mr. Scott of the company came to Toronto at  
12 my request, we prepared the material there  
13 and I applied for the injunction the same day,  
14 as a matter of fact, on the 10th of August,  
15 the day after this happened. Now if we had  
16 had to go up to the Lakehead or to Atikokan,  
17 get the material and serve these people at  
18 Atikokan at that time - as a matter of fact,  
19 we never did get one of them served. You  
20 will notice we only asked for the injunction  
21 to be continued as against two of them because  
22 we couldn't serve the third one.

23 MR. POLLOCK: You would only  
24 have to continue it against one of them.

25 MR. MATHEWS: But what I meant  
26 was this, that we had great difficulty serving  
27 any of them and that usually does happen from  
28 my experience. It is very, very difficult  
29 in injunction proceedings because they very  
30 frequently go into hiding.



1 MR. POLLOCK: I suppose on the  
2 4th you knew you were going to take injunction  
3 proceedings?

4 MR. MATHEWS: We knew we hoped  
5 to but I wanted to get the material first.

6 MR. POLLOCK: But you knew at  
7 that stage - I am not talking about formal,  
8 legal notice. You could have given some notice  
9 of some kind.

10 MR. MATHEWS: To whom?

11 MR. POLLOCK: These people.

12 MR. MATHEWS: On the 4th, I  
13 didn't even know until the 5th who the  
14 defendants were going to be until I got the  
15 information.

16 MR. POLLOCK: You could give  
17 notice to the union.

18 MR. MATHEWS: I suppose I  
19 could have phoned or wired the union but  
20 quite frankly we felt it would only make it  
21 more difficult to serve and it would have.

22 MR. POLLOCK: You can serve  
23 pursuant to section 17 of the Judicature Act  
24 on the union officer.

25 MR. MATHEWS: Yes, but that  
26 section 17 deals with the case where there is  
27 a labour dispute. There was no labour dispute  
28 here, within the meaning of section 17, so I  
29 don't believe that even applies.

30 MR. POLLOCK: Where do you get





1 the authority to serve ex parte?

2 MR. MATHEWS: Under the general  
3 rules of injunctions. Section 17 only limits  
4 it in the case of a labour dispute.

5 MR. POLLOCK: You can serve  
6 ex parte under 16, can you?

7 MR. MATHEWS: The same as you  
8 could on any injunction where the situation is  
9 urgent and where you have a clear case and  
10 it was because of that that you will notice  
11 that the affidavit, the material upon which the  
12 ex parte injunction was obtained was very, very  
13 complete. It is quite a lengthy affidavit  
14 and sets it out very, very fully.

15 MR. POLLOCK: There is no  
16 quarrel with the material. I just wondered  
17 now, there is a practice that is being developed  
18 that even on ex parte applications notice can  
19 be given.

20 MR. MATHEWS: Yes, and as a  
21 matter of fact, it is very seldom that I do  
22 apply for an ex parte injunction, but here the  
23 situation was so serious, there was such a  
24 terrific loss occurring every day, that we  
25 felt that to wait until we could notify them  
26 and then possibly run the risk of not being  
27 able to serve them at all because, don't forget,  
28 it was only for a week from the 5th to the 11th,  
29 I believe it was six days, and during that time  
30 we had to - and unfortunately these generally



1       come about in the summer when it is vacation  
2       time as far as the court is concerned.

3                   MR. POLLOCK:     They started  
4       to picket you on August 3rd.

5                   MR. MATHEWS:    Yes.

6                   MR. POLLOCK:    So during the  
7       period of time between August 3rd and August  
8       5th, you could have notified, I suppose, if  
9       there was some central place to notify, the  
10      union.

11                   MR. MATHEWS:   Oh, yes, I would  
12      assume we could have.   Of course the company  
13      had been in touch with the union representative  
14      and said "Can't you get this picket line  
15      stopped?" and of course they just took the  
16      position that they had no control over the  
17      matter.

18                   THE COMMISSIONER:   You say  
19      you are outside of the ex parte in a labour  
20      dispute.

21                   MR. MATHEWS:    It was not a  
22      labour dispute within the meaning of section  
23      17.

24                   THE COMMISSIONER:   There have  
25      been other cases in the same way where they  
26      have had to move quickly in order to save a  
27      million dollars worth of furnaces.   I recall  
28      when the Ford company lost \$200 thousand by  
29      reason of the refusal or the preventing of  
30      people getting in to keep the fires going.



1 MR. MATHEWS: Well, as a matter  
2 of fact, what we felt was - mind you I would  
3 not have thought of applying for an ex parte  
4 injunction unless it was on very, very strong  
5 and clear evidence. In this case, it seemed  
6 to me it was absolutely overwhelming. In other  
7 words, the rights were so clear because there  
8 couldn't possibly be any justification for it.

9 THE COMMISSIONER: Was there  
10 any appearance on the part of the defendants?

11 MR. MATHEWS: No, they did  
12 not appear on the 11th at all. I believe, if  
13 I remember correctly, their counsel phoned  
14 me and said he was not going to appear, which  
15 usually happens in these cases.

16 THE COMMISSIONER: It was too  
17 obvious.

18 MR. MATHEWS: Yes.

19 MR. RIBOTTO: On August 11th,  
20 the motion to have the injunction restraining  
21 picketing continued was unopposed and an  
22 Order was issued by the Supreme Court of Ontario  
23 continuing the injunction Order issued  
24 by the Court on August 5th.

25 The disruption of the Caland  
26 operation by the picketing continued until  
27 August 10th because some of the employees of  
28 Caland attempted to support the picketers after  
29 the ex parte injunction was obtained.

30 MR. POLLOCK: How did that





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1 happen?

2 MR. RIBOTTO: They refused to  
3 move ore and under the powers under the contract  
4 they were given disciplinary lay-offs and letters  
5 of warning - suspensions and letters of warning.

6 Completely normal operations  
7 carried on from August 10th, including the  
8 shipment of approximately 200 cars of ore a  
9 day from the Caland property, even though the  
10 unlawful strike at Steep Rock Iron Mines  
11 Limited did not terminate until August 15th.

12 Conclusion

13 Caland Ore Company is of the  
14 opinion the injunction procedure served a  
15 sound purpose and was completely justified from  
16 any viewpoint. Its justification was  
17 particularly evident because there was no  
18 labour dispute between Caland and its employees  
19 or the union with which it had a Collective  
20 Agreement. There was no means available  
21 to the Company, other than the injunction  
22 procedure, to obtain prompt relief from the  
23 unlawful action of the employees of Steep Rock  
24 Iron Mines Limited.

25 Respectfully submitted, Caland  
26 Ore Company Limited.

27 That is our submission, Mr.  
28 Commissioner.

29 MR. POLLOCK: As a matter of  
30 interest, how did the matter finally get settled?



1 MR. RIBOTTO: I couldn't tell  
2 you exactly. There were a lot of discussions  
3 went on between the company and union officials  
4 and I think the union people, after two weeks  
5 of picketing and strikes with the employees  
6 being a little tired, finally just went back  
7 to work. They had a union meeting and got  
8 themselves into a frame of mind that they felt  
9 they should go back to work. To the best of  
10 my knowledge, there was no concession or  
11 promises made by the company of any kind.

12 MR. POLLOCK: Your agreement  
13 ended last year, a year ago about this time,  
14 April 30th.

15 MR. RIBOTTO: That is right.

16 MR. POLLOCK: How did you do  
17 at negotiations?

18 MR. RIBOTTO: Our negotiations  
19 proceeded very slowly and ended in a two  
20 month legal strike which was finally settled  
21 at about this time last year.

22 MR. POLLOCK: You didn't have  
23 any injunctions or anything of that kind there?

24 MR. RIBOTTO: No.

25 MR. POLLOCK: That is a very  
26 helpful experience, I think. It is certainly  
27 the thin end of the dog's tail. There was  
28 no question of legality like a lot of other  
29 injunctions which present much more difficult  
30 problems.



1 THE COMMISSIONER: There was  
2 a case somewhat similar to this in British  
3 Columbia where the action was brought against  
4 the railway instead of the picket.

5 MR. MATHEWS: That was an  
6 action for damages, I believe, was it not,  
7 against a subsidiary of the Canadian Pacific  
8 I believe?

9 THE COMMISSIONER: It was the  
10 B.C. railway.

11 MR. MATHEWS: That is right  
12 and I believe the trial court there gave  
13 judgment against the railway for breach of  
14 contract for the damages sustained by reason  
15 of the refusal of the train crew to cross  
16 the picket line but I think that was reversed  
17 on appeal.

18 THE COMMISSIONER: Yes, it was  
19 held that the company which should have acted  
20 was you, the company that was picketed without  
21 any justification.

22 MR. MATHEWS: That is right,  
23 we profited by that experience. No, we felt  
24 quite strongly that the action we took here  
25 was completely justified and the proper action  
26 was taken and the only action we could take.

27 MR. POLLOCK: I suppose if  
28 the union in this particular case has been  
29 selective in its picketing in the sense that  
30 it picketed this common spur but it allowed





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1 traffic to go to Caland and not to Steep Rock,  
2 you would not have had any case.

3 MR. MATHEWS: We would not have  
4 suffered any damage except they were also,  
5 for a while picketing the highway leading to  
6 Caland and, of course, they had no right to  
7 do that.

8 THE COMMISSIONER: They were  
9 picketing the highway too?

10 MR. MATHEWS: Just for a short  
11 time.

12 THE COMMISSIONER: That is  
13 what they were picketing in the British  
14 Columbia case too.

15 MR. MATHEWS: Yes, and most  
16 of the Caland employees refused to cross the  
17 picket line.

18 THE COMMISSIONER: That would  
19 affect the workers in Caland?

20 MR. MATHEWS: Oh, yes, they  
21 were dead.

22 MR. POLLOCK: Well, we are  
23 indeed obliged to you gentlemen for your  
24 assistance. There are really no questions  
25 that we can ask on this. The words and actions  
26 speak for themselves.

27 MR. MATHEWS: Thank you very  
28 much, Mr. Commissioner.

29 MR. POLLOCK: We may have some  
30 questions arising in the future. We may get



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1 some information from the other side but perhaps  
2 we can contact you later.

3 MR. MATHEWS: I believe I am to  
4 have the privilege of appearing before you ---

5 MR. POLLOCK: That is your  
6 adjective.

7 MR. MATHEWS: I think on the  
8 25th of May our firm ---

9 MR. WHITMAN: I hope you  
10 appreciated my contribution.

11 MR. POLLOCK: Yes, indeed, much  
12 more than the others, you were very quiet.

13 The Hearing is adjourned until  
14 10:00 o'clock tomorrow morning.

15 ---Adjournment.  
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